The Office of this JOURNAL *and of the* WEEKLY REPORTER *is now at* 12, *Cook's-court, Carey-street, W.C.*

The Subscription to the SOLICITORS' JOURNAL *is—Town, 26s.; Country 28s.; with the* WEEKLY REPORTER, *52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the Office—cloth, 2s. 6d.; half law calf, 5s.*

All Letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer, though not necessarily for publication.

Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

The Solicitors' Journal.

LONDON, DECEMBER 14, 1872.

FROM A DOCUMENT which has been forwarded to us by a correspondent, it seems that an old trick, which was, we believe, made some years ago the occasion of criminal proceedings, is still in vogue. The trick consists in sending to the person against whom a pecuniary claim is made a document having the appearance of a writ, and filled with threats of stringent measures which are to be taken in the event of non-payment. The document in question purports to issue from the "Legal Department" of certain "Offices," and is signed by a person styling himself an "Accountant," and it runs thus—

"It having become evident from your silence that extreme measures will be required to recover the *debt against you* at these offices, we have to intimate that on *Tuesday next* the necessary steps will proceed towards obtaining a warrant of EXECUTION AGAINST YOUR GOODS AND CHATTELS, which failing, a warrant of IMPRISONMENT FOR CONTEMPT OF COURT will be applied for, the expense of all which will fall on you to pay. No farther notice of any kind can be sent."

The whole document is printed, with the exception of the address of the "offices," the signature, and the words in italics; and the alarming words are printed in capitals as above. Of course no one in the least degree familiar with legal proceedings would be imposed upon by this strange production; and, indeed, any person of ordinary business experience would conclude that a claim which the person making it attempted to enforce by such means, was one that would not bear investigation; but that it should be thought worth while to issue such a document, suggests the question how many persons of no legal knowledge and little experience are being frightened by these paper thunders into the payment of demands to which they are in no way liable.

THE CASE of the *Earl of Aylesford* v. *Morris*, in which Vice-Chancellor Wickens relieved the plaintiff against his own contract, adds nothing but another instance to the branch of law under which it falls, and of which the cases of *Miller* v. *Cook*, 18 W. R. 1061, L. R. 10 Eq. 641, and *Tyler* v. *Yates*, 19 W. R. 118, L. R. 11 Eq. 265, on app. 19 W. R. 909, L. R. 6 Ch. 665, were still more striking examples. It is one of those unmeritorious cases in which a man promises to pay, at a high rate, for an accommodation which he could not get at a lower; and when the day of payment arrives succeeds in repudiating his bargain on the ground that he was "young and inexperienced," and an "expectant heir." The transaction is set aside as immoral and unconscientious on the part of the lender; the morality and conscience of the borrower being left to his own keeping. The real justification of such a jurisdiction is rather public interest than any claim of right on the part of the plaintiff; peradventure when lenders know they cannot secure performance of their bargain they will not lend; and if they do not lend, the would-be borrower cannot borrow; and the money will be saved instead of wasted.

THE FREQUENCY OF STRIKES makes it important to inquire how far the summary jurisdiction of magistrates is available to enforce the performance of contracts of service. The Master and Servant Act, 1867 (30 & 31 Vict. c. 141), appears at first sight to contain all the law on the subject, as it gives a sweeping definition of the "employed" to whom the jurisdiction is to apply, and of the breaches of contract which may be summarily dealt with, and provides a full procedure before the magistrates. The third section, however, undoes almost everything, and refers us back to the old statutes for the definition of "employed," and for the breaches of contract in question. A reference to these Acts, which, seventeen in number, are set out by name in a schedule, will show that they deal with very special classes of persons, and nowhere employ any such comprehensive word as "workman," which is used in the Act of 1867, to describe the employed persons made subject to the jurisdiction. Besides a particular enumeration of such persons as tailors, shoemakers, hatters, callico-printers, miners, iron-workers, and cotton, woollen, and silk manufacturers, the old Acts contain as their largest words, the terms "artificers, handicraftsmen, labourers or other persons" (4 Geo. 4, c. 34, s. 3). In the late prosecutions against the gasmen the question what these words include, does not seem to have been raised. "Other persons" must, according to the well-known rule, be construed with the context, and the nature of the occupation must be looked at to determine whether the man answers to any of the particular descriptions, or a description *ejusdem generis* with them. It has been decided that a labourer means in the statute a labourer in the field (*Branwell* v. *Penneck*, 7 B. & C. 536).

THE ORDINARY BUILDING CONTRACT is remarkable for the extent to which it delivers the builder, bound hand and foot, into the power of the employer and his architect; but in *Kimberley* v. *Dick* (20 W. R. 49), a builder obtained relief from the Master of the Rolls on the ground of the architect having an interest not disclosed to the builder when the contract was taken, and adverse to the builder's interest. The architect had given the employer a guarantee that the total cost of the work should not exceed a certain sum, which would give him a direct interest in keeping the amount below that sum. The dispute arose as to what were or were not "extra works," on which question the architect was, under the contract, sole arbiter; and the architect having refused to allow certain items as extra works, the Master of the Rolls relieved the builder.

It is probable that this case tempted to some extent the filing of the bill in *Sharpe* v. *The San Paulo Railway Company*, in which a demurrer was allowed by the Master of the Rolls on Tuesday last. In the latter case, however, there was not the important incident of a circumstance, unknown to the contractor, giving the architect an adverse interest. The plaintiffs, however, sought to go behind the architect's, or rather engineer's, certificate as to extra works on very ingenious grounds. They said the company, through their engineer, ordered, and the contractors performed, a number of works so disconnected with the subject-matter of the contract as not even to come within the clause appointing the engineer arbitrator as to what were and what were not extras. For instance, their contract was to make a railroad, and they had built, among other things, a pier. It was, of course, possible that this might be the case, since no clause in a contract respecting one matter could prejudice rights arising out of a subsequent contract relating to another matter. But then the case would not be one for a Court of Equity, but the remedy of the contractors would be to bring one or more actions at law to recover for their work and labour, just as if no

contract had ever been entered into at all. The bill, however, seemed intended to anticipate this objection in two ways—first, by stating the ordering of the extra works in such a way as to render the company not liable at law, but only in equity, on the ground of acquiescence. Thus it was said that the engineer ordered the extras, promising at the same time that if they were performed he would effect a saving of equal amount in other parts of the line, and then that he did not keep this promise; and that the company were aware of, acquiesced in, and adopted all their engineer's acts. The answer to this was, that the contractors had notice under the contract of the limitations of the engineer's authority; he had power to direct how the works included in the contract price should be executed, and to order extra works to a limited amount, and to decide what were and what were not extras; if, then, he gave any orders not within the scope of his authority the contractors should at once have given notice to the company and have declined to perform them, except under a new contract. Without such notice the company would be justified in considering that all the works that the contractors were performing were included in their contract. The second ground on which the plaintiffs ought to justify the interference of a Court of Equity was that the case came within its jurisdiction under the head of complication of accounts. The accounts, they said, of the proper remuneration for making the pier and doing the other works would be so mixed up with the accounts of doing works included in the contract as to be too complicated for a Court of Law to take, and therefore it was a fit case for Equity. The answer to this, however, was obvious. Assuming the case to be so, it would show that the so-called extras were not works disconnected with the contract done on independent orders, but were so nearly connected with the works contracted for as certainly to come within the arbitration clause, making the engineer's certificate final. On all grounds, therefore, the plaintiffs' case failed, and the demurrer to the bill was allowed.

WE ARE NOT SURPRISED TO FIND, from a letter addressed to us by a "Citizen," that the course adopted by the Common Council of the City of London towards Mr. Osgood, their late registrar, and the arbitrary power of dismissal, which the result of the litigation that ensued showed them to possess, still continues to excite attention and remark. The City of London alone has retained the ancient privilege of appointing its local judges, which was formerly enjoyed by almost all municipal bodies; its hold upon that privilege will scarcely be strengthened by such proceedings as those referred to. In appointing to a public office, the patron, unless he is responsible for the administration of the office, usually seeks for reasons only to justify a pre-determined choice; but when a man is once in, even though a new patron may desire a new officer, he commonly waits till a strong case is made out by others against the actual holder of the place. But if a registrar may be discharged without reason, we presume no reason need ever be thought of for his appointment.

We print elsewhere another complaint of a similar nature. It is hardly to be expected that County Court Judges should be free from those influences which occasionally warp even the judgment of the eminent persons by whom they are themselves appointed. But it would be a little startling (if the rumour mentioned by our correspondent should prove true), to find the son of a County Court Judge appointed by his father to the very responsible (and not unremunerative) post of registrar in his court, within a little over six months of his admission as an attorney.

A barrister must have served seven years' apprenticeship to actual business, before he can be even appointed to revise a list of voters; but it seems there is no restriction, on the appointment of an attorney to a post in which difficult questions of bankruptcy law are likely to come frequently before him for decision, to say nothing of the questions arising in the ordinary administration of common law and equity. A rule requiring some years of actual experience is, at least, some guarantee of fitness, but we are not aware that parental affection is any. Young men of great talent and adventure are not usually candidates for such posts; they prefer a freer field. Suitors, therefore, would not by such a restrictive rule suffer the loss of their services, whilst they would at least secure the careful and ready performance of the routine work which belongs to the post, and the prompt discharge of which is of scarcely less importance than that of its more difficult but less frequent duties. We trust the rumour referred to by our correspondent may prove to be unfounded.

WE NOTICED (*ante* p. 63) the reversal, by the Chief Judge in Bankruptcy, of a decision of the Judge of the Halifax County Court, to the effect that a person, ordered by the Court of Bankruptcy to repay money which he has received from a bankrupt by way of fraudulent preference, holds the money in a fiduciary capacity within the meaning of section 4 of the Debtors Act, 1869 (*In re Chapman*, 21 W. R. 71). The decision of the Chief Judge was yesterday affirmed by the Lord Justices, who also held that the powers of imprisonment reserved to the Court of Bankruptcy by section 9 of the Debtors Act, 1869, applied only to the special powers of imprisonment given by such sections as the 19th, 70th, and 93rd of the Bankruptcy Act, 1869, and that it could never have been meant that the Court of Bankruptcy should continue to have a power of imprisonment for debt, which the Debtors Act takes away from the Court of Chancery.

THE SURVIVING MEMBERS of the late Judicature Commission have been appointed a commission to continue inquiries as follows:—

To make inquiry into the operation and effect of the present constitution of the High Court of Chancery of England, the Superior Courts of Common Law at Westminster, the Central Criminal Court, the High Court of Admiralty of England, the Admiralty Court of the Cinque Ports, the Courts of Probate and of Divorce for England, the Courts of the Counties Palatine of Lancaster and of Durham, the County Courts, Courts of Quarter Sessions, and all other Inferior and Local Courts, both Civil and Criminal, in England and Wales, and the Courts of Error and of Appeal from all the said several Courts; and into the operation and effect of the present separation and division of Jurisdictions between the said several Courts; and also into the operation and effect of the present arrangements for holding the sittings in London and Middlesex, and the holding of sittings, assizes, and sessions respectively in England and Wales, and of the present division of the Legal Year into Terms and Vacations; and generally into the operation and effect of the existing Laws and arrangements for distributing and transacting the Judicial Business of the said Courts respectively, as well in Court as in Chambers, with a view to ascertain whether any and what changes and improvements, either by uniting and consolidating the said Courts, or any of them, or by extending or altering the several jurisdictions or assigning any matters or causes now within their respective cognizance to any other jurisdiction or by altering the number of Judges in the said Courts, or any of them, or empowering one or more Judges in any of the said Courts to transact any kind of business now transacted by a greater number, or by altering the mode in which the business of the said courts, or any of them, or of the sittings, assizes, and sessions, is now distributed or conducted, or otherwise, may be advantageously made, so as to provide for the more speedy, economical, and satisfactory dispatch of the Judicial business now transacted by the same Courts, and at the sittings, assizes, and sessions respectively. And also to make inquiry whether it would be for the public advantage to establish Tribunals of Commerce for the cognizance of disputes relating to commercial transactions, or to any and what classes of such transactions,

and if so, in what manner, and with what jurisdiction such Tribunals ought to be constituted, and in what relations, if any, they ought to stand to the Courts of Ordinary Civil Jurisdiction, or any of them; and also to make enquiry into the Laws relating to Juries, especially with reference to the qualification, summoning, nominating, and enforcing the attendance of Jurors, with a view to the better, more regular, and more efficient conduct of Trials by Jury, and the attendance of Jurors at such Trials.

The new commission had, of course, the advantage of the labours of its predecessor, but its predecessor, as the reader remembers, gave forth a somewhat uncertain sound. One of its learned judicial members considered it too large and unwieldy, and thought that a far smaller number of commissioners would have had a better chance of producing some practical outcome in the form of recommendations. The list of members of the new commission, includes all those of the old, excepting, of course, the late Mr. Justice Willes, and there are added to their number the Chief Justice of England, the Chief Justice of the Common Pleas, the Chief Baron, and the Solicitor-General.

LIABILITY TO SUCCESSION DUTY OF THE PERSONAL PROPERTY OF FOREIGNERS.

The rule that *mobilia sequuntur personam* seems to depend on a sort of international courtesy. It does not seem fair that the personal property of foreigners resident abroad should be taxed when locally situated here. The language of the Legacy Duty Act is wide: "every legacy given by any will or testamentary instrument of any person;" yet it was the unanimous opinion of the judges about twenty years ago that it does not apply to bequests by persons domiciled abroad. For the words of the Act quoted above "must receive some limitation in their application; and as they cannot in reason extend to every person everywhere, whether subjects of this kingdom or foreigners, and whether domiciled within the realm or abroad . . . we think such necessary limitation is, that the statute does not apply to the wills of persons domiciled out of Great Britain, whether the assets are locally situated within England or not" (per Tindal, C.J., in *Thomson* v. *Advocate-General*, 12 Cl. & F. 1). In other words, the generality of the enactment is limited by the consideration that it is not reasonable that the assets of persons domiciled abroad should be taxed here. Conversely, legacy duty is payable on assets locally situated abroad, if the domicil of the testator be English (*Attorney-General* v. *Napier*, 6 Ex. 217). Under the Legacy Duty Act, therefore, the only question is one of domicil, and the rule that *mobilia sequuntur personam* applies to every case.

The Succession Duty Act, however, spreads a wider net. It was meant, according to Turner, L.J., to reach cases which can in no way be affected by the above rule (*Re Wallop's Trusts*, 12 W. R. 587, 1 D. J. S. 656). Where a testator domiciled in France bequeathed assets locally situated here, to legatees, some of whom were domiciled here, others not, and the Crown contended that the legatees, who were not liable to pay legacy duty, owing to the foreign domicil of the testator, were nevertheless liable to pay succession duty as "persons becoming entitled to property." locally situated here (see section 2 of the Act), Lord Cranworth, L.C., decided that succession duty was not payable, remarking, much as Tindal, C.J., remarked in *Thomson* v. *Advocate-General*, that to the generalities of the Act some limitation must be implied, and that limitation could only be a limitation confining the operation of the words of the Act to persons who become entitled under the law of this country.

Where, therefore, a person becomes directly entitled under the will or intestacy of a person domiciled abroad to personal property locally situated here, as in *Wallace* v. *Attorney-General* (L. R. 1 Ch. 1) he becomes so entitled under the law of domicil of the latter, on the principle that *mobilia sequuntur personam*, and not by the operation of English law, so that succession duty will not be payable. But if any trust be declared of it, or anything done with regard to it, bringing it under the dominion of English law, after the purposes of administration are answered, *semble* that every subsequent devolution of it while it remains in this country creates a succession in respect of which, duty is payable by some one exactly as if it were English property. For example, suppose a testator domiciled abroad bequeaths a fund locally situated here to A., *simpliciter*, no duty will be payable; but if he bequeaths the same fund to English trustees upon trust for A. for life, and after A.'s decease for B., succession duty attaches upon the devolution to B., whether B. be domiciled here or abroad. Where a testator domiciled in the Mauritius, and residing there, made a will whereby he declared a trust of a fund invested in Consols, the dividends whereof were to be paid to his widow for life, and afterwards to other persons, Stuart, V.C., held that succession duty was payable on the death of the widow (*Re Smith's Trusts*, 12 W. R. 933). And where a testator, domiciled in Belgium, but residing here, bequeathed a sum to be invested in Consols and held in trust for A. for life, and afterwards for his nephews and nieces, Vice-Chancellor Malins held that succession duty was payable on the death of A., for the testator had created an English trust, to be carried into effect in England, and that circumstance rendered the property subject to English fiscal law (*Re Badart's Trusts*, 18 W. R. 885, L. R. 10 Eq. 288).

Personal property locally situate here is also liable, when a person who dies domiciled abroad disposes of it by will in exercise of a general power of appointment, whether the donee of the power succeeded to it before the 19th of May, 1853 (*Re Lovelace*, 7 W. R. 575, 4 De G. & J. 340), or since (*Re Wallop's Trusts*, 12 W. R. 587, 1 D. J. S. 656), for the disposition under which the appointees took in either case was the settlement creating the power, and that was an English instrument.

Both the last-mentioned decisions may be supported on the short ground that the property was actually situated in England, and the subject of an English settlement. The dictum of Turner, L.J., in *Re Wallop's Trusts*, that legatees of persons domiciled out of Great Britain are made by the Act subject to the payment of the succession duty has not been followed, as regards first legatees (*Wallace* v. *Attorney-General*, *sup.*). But a legatee after the determination of a prior interest involving the settlement of the property in the meantime is liable to pay succession duty when the devolution takes place, as will be seen by the following case.

Where a person domiciled in Portugal gave the residue of his property to English trustees upon trusts for conversion and sale and investment of the proceeds in Consols, with a direction to set apart a sum of Consols to answer an annuity, after the determination of which the fund was to fall into his residue, Lord Romilly, M.R., held that upon the death of the annuitant no succession duty was payable upon the sum set apart to answer the annuity, regarding the sum so set apart as part of the residue, upon which, according to *Wallace* v. *Attorney-General* (*Callanane* v. *Campbell*, 19 W. R. 426. L. R. 11 Eq. 378), no duty attached. Upon appeal, however, the House of Lords reversed this decision, holding that the investing of the fund here in Consols gave the property, while it remained here, the character of English property, in respect of locality, and made succession duty payable upon the death of the annuitant (s. c. *nom. Attorney-General* v. *Campbell*, 21 W. R. 34 n., L. R. 5 H. L. 524).

You cannot, according to Lord Westbury in the last-mentioned case, apply an English Act of Parliament to foreign property whilst it remains foreign property; but after the purposes of administration have been answered and distributions made, if a party taking this distributive part comes to this country and invests it upon trusts, it assumes the character of a British settlement and British property, and is no longer to be dealt with as if it was merely

a portion of a foreign testator's estate to be received in the course of administration. Accordingly, where a person, domiciled at Sydney, made a settlement here comprising *inter alia* a policy of assurance on his own life, and a sum which he covenanted to pay within three years after the date of the settlement, and died before the three years had expired, and the money received under the policy and the covenant was remitted to England and invested in Consols, Lord Romilly, M.R., was compelled to hold that succession duty was payable on the devolution from the settlor's widow to the only child of the marriage, who was also domiciled at Sydney (*Lyall* v. *Lyall*, 21 W. R. 34).

The policy of taxing foreign and colonial capital invested here for protection was questioned in *Lyall* v. *Lyall*; but Parliament has, no doubt, the power of taxing the succession of foreigners to their personal property in this country (Per Lord Cramworth in *Wallace* v. *Attorney-General*, *sup.*), and having such power, it does not seem unreasonable that Parliament should exercise it, in view of the protection which the law gives to invested property to whomsoever belonging. At all events the decision in *Attorney-General* v. *Campbell*, although an *ex parte* decision, as Lord Romilly, M.R., observed in *Lyall* v. *Lyall*, must be regarded as settling that any devolution of a fund belonging to a person domiciled abroad, if vested in English trustees, is liable to succession duty, although such devolution be to a foreigner.

ON THE NEGOTIATION OF A MARRIAGE SETTLEMENT.*

No. IV.

(*Continued from p.* 104.)

Very little dispute can arise as to the trusts for the children or issue of the marriage. In old settlements, the power of appointment among the children of the marriage was usually given to the husband only, but in modern practice the universal rule is to vest a power of appointment in the intended husband and wife and the survivor of them over the whole of the trust property, in favour of the children, or, preferably, of the issue of the marriage, and in default of appointment the property is made to vest absolutely in such of the children as, being sons, attain twenty-one, or, being daughters, attain that age or marry under that age. A hotchpot clause should always be inserted, so as to prevent any child who, or whose issue, takes anything under an appointment, from taking any share of the unappointed property without accounting for the appointed share.

The power of appointment should always be extended so as to include the issue of children among its objects, for it may happen that a child becomes a bankrupt, or assigns its reversionary interest in its parent's lifetime, and in this case an appointment can be made to provide for such of its children as are or shall be born within the lifetime of the grandparents or within twenty-one years after the death of the survivor. In those cases where, owing to the eldest son of the marriage being the first tenant in tail under a strict settlement, he is omitted from the class of children who are to take in default of appointment, he should always be made to take if there be no younger child who attains a vested interest; for otherwise, the property might pass away from him to the persons who would have been the next of kin of his mother if she had died unmarried. In these cases it appears proper, although it is not the usual course, to make the eldest son and his issue objects of the power of appointment, as circumstances may happen which may render it desirable to be able to give to him or them the whole or a part of the settled personalty; for example, the younger children may be handsomely provided for by other members of the family; this is not a mere theoretical point, for we know a family where every child has had a fortune of not less than £50,000 left to it; and as the father is still alive it would be most inconvenient if he were forced to give still larger fortunes to his younger children.

It has been pointed out in the paper already quoted (*ante* p. 104) that a slight change in the usual form of the trust for the children in default of appointment would throw great difficulty in the way of money-lenders dealing with children during their parent's lifetime. As every child takes a vested interest at twenty-one (subject only to be divested by an exercise of the power of appointment) he can and often does dispose of his reversionary interest. It might perhaps be worth while in cases where there is an hereditary tendency to extravagance, to restrict the class of children who take in default of appointment to those who attain twenty-one, &c., in the usual manner, and who shall not during their parents' lifetime have become bankrupt, or have, without the consent of the trustees, assigned or charged their interest; here the words "without the consent of the trustees" are inserted in order to allow of a child disposing of his reversionary interest for some proper purpose, as for example for the purpose of re-settling it on his marriage, without incurring forfeiture.

It appears always advisable to stipulate on behalf of the lady that the settlement should contain a covenant for the settlement of after-acquired property; for, although, at the date of her marriage, she may have no prospect of succeeding to any property other than that comprised in her settlement, unexpected circumstances may occur which may cause her to succeed to personalty of a large amount, which, unless she became entitled to it as one of the next of kin of an intestate, would not belong to her for her separate use by virtue of the Married Women's Property Act, 1870. The trusts of the after-acquired property may conveniently be extended so as to include after-taken husbands, and children by them.

In all cases where the whole of the property that a lady is entitled to at the time of her marriage is settled, clauses should be inserted in the settlement enabling her to make provisions for after-taken husbands, and her children by them; subject to an exception in case it is probable that she may have considerable property given to her by the will of a person living at the date of the marriage.

I shall now pass to the consideration of strict settlements.

If the land to be settled belongs to the intended husband or his father, the principal subjects for consideration are the following—*First*, What are to be the limitations of the land itself, are collaterals to be preferred to the settlor's daughter, and are his son's daughters to be preferred to his own daughters? *Second*, What benefits is the lady to take? *Third*, What provision is to be made for younger children; and in case the settlement is made on the marriage of a son in his father's lifetime, what provision is to be made for him until he comes into possession of the family estate? We will consider these questions in order.

First. The universal rule where the land belongs to the intended husband is for him to take the first life interest, subject, of course, to any existing prior interests, and to his wife's pin-money; it is an equally general rule to limit estates in tail or tail male in remainder to his sons in succession. In cases where there is an hereditary title in the family, the limitations of the estate are often made such as to keep the estate and the title together. Thus, if the settlor has inherited an entailed peerage, the limitations would be for himself for life, with remainder to his first and other sons successively in tail male, with remainder to the next younger brother of the settlor for life, with remainder to the first and other sons of such brother successively in tail male with similar remainders in favour of the other brothers of the settlor and their children. On the other hand, if the peerage were held in

* Communicated by H. W. Elphinstone, Esq., Barrister-at-law, Late Lecturer on Conveyancing to the Incorporated Law Society.

fee, the limitation to the sons would be in tail general, with remainder either to the daughters as tenants in common in tail general with cross remainders between them; or possibly (having regard to the preference usually shown by the Crown to the eldest co-heiress of a peerage in determining an abeyance, with remainder to the daughters successively in tail general, the remainders in favour of the issue of the settlor's brothers following the same form as those in favour of the issue of the settlor. In *Bankes* v. *Le Despencer* (11 Sim. 508) will be found the form of a shifting clause intended to annex the estates to the title on the determination of an abeyance. It is worthy of consideration whether the existence of such a clause might not render the Crown unwilling to determine the abeyance, as by doing so it would cause innocent persons to lose their estates. Occasionally provisions are inserted providing for the estate going over, should other settled estates devolve upon any person to become entitled for life or in tail under the limitations of the settlement being negotiated, or if he should refuse to take or bear a particular name or arms. These clauses are of such an extremely technical nature that it will be sufficient for our purpose merely to allude to them.

It used formerly not to be uncommon in Irish settlements to give to the father a power of appointment to any son in tail male or in tail, and to insert the usual limitation to the sons successively in tail male or in tail, in default of appointment only; but, we believe, this scheme is rarely, if ever, adopted at the present day.

Although, according to the general rule, the intended husband has alone the right of determining the nature of the limitations to be contained in the settlement, it is proper to state them in the proposals for the settlement, as the lady has a material interest in knowing whether her daughters are to have any chance of succeeding to the settled estates or not.

Second. The benefits taken by the lady under the settlement consist of pin-money and a jointure rent-charge. It is, perhaps, impossible to lay down a general rule as to the amounts which ought to be charged for these purposes; they depend not only on the position in life of the parties, and the annual income of the estate, but also on the amount brought into settlement on the part of the lady. The theory is to make the pin-money of about the amount that, according to the position in life of the lady, she may reasonably be supposed to require for dress; but, as we have said, there is no settled practice. Those solicitors who agree with us that one of the principal objects of a settlement ought to be that of securing an income to the family in spite of the possible misfortunes, folly, or vice of the intended husband, will also agree with us that the amount charged for pin-money might with advantage be increased to a sum of such an amount that the family would be able to live on it in the event of the husband's bankruptcy. Should the gentleman's advisers object to this as an unusual course, it could not be insisted upon, but their objections might possibly be removed by a suggestion that the amount of pin-money to be actually raised in any one year should, within a maximum and minimum limit, be in the discretion of the trustees.

In determining the amount of jointure it must be remembered that (as under a strict settlement the eldest son and the younger children have incomes provided for them immediately on their father's death) only such an amount need be provided as would enable the widow after her husband's death to live comfortably if she had no children. At the same time it is usual not to make the jointure of an amount smaller than the income arising from her own fortune calculated at four per cent. on the capital.

The amount of the jointure is often made to increase on the deaths of prior jointresses, and in cases where collaterals are preferred to the daughters of the settlor, it is usually made to increase on the failure of his male issue.

It deserves consideration whether it might not be advisable, in cases where the income of the settled property is but small, and there is no title to be kept up, to reverse the usual positions of the widow and the eldest son during their joint lives, by giving to her an estate for life in remainder expectant on her husband's decease charged with an annuity to the son; for it appears a hard thing for a lady in her old age to be cast from a position of affluence to one of comparative penury, and at the same time to be forced to leave a home in which she has lived all her married life.

Third. The question, what is the proper amount to be charged for portions for the younger children, is one that requires the most anxious consideration of the practitioner. On the one hand it is most improper to leave the younger children in a position of penury as compared with their elder brother, and on the other hand it must be remembered that a charge of large portions will very considerably diminish the income of the eldest son. For this reason it would appear proper in many cases to adopt a scheme, originally, we believe, suggested by that eminent conveyancer Mr. Twopenny, of securing the portions for younger children, in part at least, by the insurance of the husband's life.

The advantages of this course are most fully pointed out in 3 Davidson's Precedents 367 *et seq.*, where it is suggested that the most economical method of effecting the insurances would be to sink a sufficient part of the wife's fortune in effecting an insurance by one single payment, or that instead of a power to charge portions given to a subsequent tenant for life, a power might be given to him to raise by mortgage a sum to be invested at once in insuring his life. We do not consider it necessary to do more than suggest the scheme, the advantage of which will be found fully discussed in Davidson's Precedents, and many modifications of which will suggest themselves to the practitioner. It is probable that in many cases the adoption of such a scheme might render necessary the sale of the estate, which, if of moderate value, might, in the course of two or three generations, become charged to such an amount with portions and jointures as to absorb the whole of the net income, the inevitable result of which would be a forced sale.

Power should always be reserved to the tenant for life to jointure an after-taken wife, and to charge portions for his children by a future marriage.

It appears reasonable in cases where the settlor's brothers and their issue male are preferred to his daughters, that the amount of his daughters' portions should be larger in the event of his having no male issue.

The case where the lady is the owner of an estate to be put into strict settlement, presents considerable difficulty. It is generally considered right to give the husband the first life interest in the bulk of the property, charged with a considerable annuity for the wife. Power should be reserved to her of making a handsome provision by way of annuity for any after-taken husband, and portions for her children by any future marriage.

It sometimes happens that a resettlement of family estates is made on the coming of age of an eldest son, without any immediate expectation of his marriage. In this case, if, as generally happens, the same solicitor is in the invidious position of acting both for father and son, he ought to take special care that the son is not induced by parental influence to accept unfair terms. It must be remembered that if the son declines to concur in a resettlement, he will become absolute owner of the estate on his father's decease; and that the father, who is morally bound to make a proper provision for his son during his lifetime, ought, in consideration for the resettlement, to charge on the estates a proper allowance for him, to be increased on his marriage, and a proper provision for his widow and children, should he die in his father's lifetime. If there is a title in the family passing to males only, the son may reasonably be expected to agree to postpone the estates tail of his daughters to those limited to his

brothers and their issue male. In some cases the father endeavours to induce the son to postpone the estates tail of his daughters to the estates for life of his sisters, and the estates tail of their issue—a proposition which appears hard on the son. We may suggest that the general rule should be to disturb the son's rights only so far as may be necessary for the settlement, and that therefore (except in the case where a title is in the family) his own issue should be preferred to his sisters and their issue. Possibly a solution of the difficulty might sometimes be found by limiting an estate tail to the son in remainder after the estates tail of his own sons, with remainder to his sisters and their issue; the effect of which would be that if the son survived his father he would be master of the estate, subject to the estates of his male issue, while if he died in his father's lifetime his sisters would succeed.

In conclusion, we would point out the impropriety of putting an estate of but small value into strict settlement, for if the charges for portions and jointure are even of a very reasonable amount, the first tenant in tail will probably be forced to sell it. The proper course to suggest in such cases is that the estate should be conveyed to trustees on trust to sell, with the consent of the tenant for life in the usual manner, and that the proceeds should be settled on the usual trusts of personalty. If this be done, no sale can take place without the father's consent in his lifetime; should the father be a prosperous man, he may leave to the eldest son a sufficient sum to enable him to buy the estate from the trustees, while, if this is not the case, and the estate has to be sold on his death, no one is worse off than they would be if the tenant in tail were forced to do so, owing to the heavy charges for portions.

RECENT DECISIONS.

EQUITY.

DIRECTOR'S QUALIFICATION.

British and American Telegraph Company, Fowler's Case, V.C.B., 21 W. R. 37, L. R. 14 Eq. 316.

It was here held that a man who acted as director of a company was liable as well for twenty-five shares which were allotted to him as his director's qualification, pursuant to the articles of association, as for twenty shares for which he applied subsequently, under the mistaken impression that he must do so for the purpose of qualifying himself.

The decision as regards the twenty shares went on the principle of *Oakes* v. *Turquand*, 15 W. R. 1201, L. R. 2 H. L. 325, that the Court will not, on the ground of mistake, set aside a contract to take shares after the winding up and when the rights of creditors have come into force.

As regards the twenty-five shares allotted to Mr. Fowler, in the character of director, the case is a good instance of the settled rule that a man, by becoming a director, agrees to take the qualification: *Harward's Case*, 20 W. R. 84, L. R. 13 Eq. 30. In the *Marquis of Abercorn's Case*, 10 W. R. 548, 4 D. F. J. 78, there was no proof that the Marquis acted or intended to act as a director (Per Rolt, L.J., in *Levita's Case*, 16 W. R. 95, L. R. 3 Ch.37), and he escaped accordingly, yet the Master of the Rolls had taken a different view of his liability (10 W. R. 451), and it is believed that an appeal to the House of Lords was compromised on terms somewhat favourable to the official manager of the Agriculturist Cattle Insurance Company. At all events, it is now quite settled that a person who does act as a director, by attending board meetings and so on, will be fixed as a contributory if the company be wound up. There may, no doubt, be repudiation before the winding up, as where a man accepted the office conditionally and attended one board meeting, but on receiving a letter of allotment to qualify him, at once returned it, declining to act as a director, and his resignation was accepted: *Austin's Case*, 14 W. R. 1010, L. R. 2 Eq. 435; *Eve's Case*, 16 W. R. 1191, but not after the winding up, by reason of the rule in *Oakes* v. *Turquand*. The fact of a man's name being held out to the public as a director will not be sufficient to fix him with liability to take the qualification, unless he be shown to have acquiesced therein; but it matters not that he never made any application for shares, *Leeke's Case*, 19 W. R. 664, L. R. 6 Ch. 469, or that no letter of allotment was sent to him, *Levita's Case (sup.)*, if he has acted in the character of director.

BANKRUPTCY.

REPUTED OWNERSHIP—GOODS IN THE POSSESSION OF TWO—BANKRUPTCY OF ONE.

Ex parte Dorman, Re Lake, L.J.J., 21 W. R. 94.

This case raised, and the judgment in it decided, a question of very great commercial importance. By section 15 of the present Bankruptcy Act, following in substance the earlier enactments, but limiting them in some respects, the property which passes to the trustee for the benefit of the creditors, includes "all goods and chattels being, at the commencement of the bankruptcy in the possession, order, or disposition of the bankrupt, being a trader, by the consent and permission of the true owner, of which goods and chattels the bankrupt is reputed owner." The question in the present case was whether, if goods are in the possession of two persons jointly as reputed owners, and one of them becomes bankrupt, they pass to the trustee under his bankruptcy. The Lords Justices held that such a case is not within the section. And there can be no doubt of the practical convenience of the decision, as well as its logical soundness. It would lead to the greatest hardship if persons who entrusted their goods to a firm perfectly solvent, were to lose them because one member of the firm, by some private extravagance or misfortune, became insolvent.

The case in question was complicated by the circumstance, that, of the two partners in whose possession the goods in question were, the one who remained solvent was an infant. The Court held that that fact could not alter the case.

COMMON LAW.

MARINE POLICY—SLIP.

Ionides v. *Pacific Fire and Marine Insurance Company*, Ex. Ch., 21 W. R. 22, L. R. 7 Q. B. 517.

The decision of the Queen's Bench in this case, and in *Cory* v. *Paton* (20 W. R. 364, L. R. 6 Q. B. 304), which was founded upon it, have been noticed in these columns (16 S. J. 423). It is sufficient now to say that the Court of Exchequer Chamber has affirmed the rule, that the slip of a policy of assurance may be put in evidence, not, indeed, to alter the effect of the actual valid policy, but to show an intention of the parties consistent with the policy, or to invalidate the policy by showing fraud. This could scarcely have been doubtful since 30 Vict. c. 23, s. 7, but for the decision of James, V.C., in *Mackenzie* v. *Coulson* (L. R. 8 Eq. 368), where that statute was not brought to the Vice-Chancellor's notice.

BOTTOMRY BOND.

The "Ida," Adm., 21 W. R. 41, L. R. 3 A. & E. 542.

A great extension would be given to bottomry bonds, if such a bond could be maintained whenever the claim in respect of which the holder took it would have enabled him, at the place where it was given, to arrest the ship. It might very well be that such a claim might not be of a maritime character at all; it might not even relate to the ship. Yet in the *Prince George* (1 Moo. P. C. 21), the Privy Council laid down in very general terms that the master might hypothecate the ship whenever the ship "might be arrested and sold for a demand for which the owner would be liable." Sir Robert Phillimore, while declaring himself bound by that authority

(*The Karnak*, L. R. 2 Adm. at p. 307, 17 W. R. 56), preferred to fall back upon the "modified opinion" of Dr. Lushington, "that such *lex* is important as regards the intention to advance on the credit of the ship, but not conclusive that the *lex loci* alone would render a bond, otherwise void, valid;" and in the present case he declares that the law had as yet not been carried further than "to hold valid an hypothecation on account of a lien by a creditor in a foreign port *for the necessary expenses and charges in respect of the ship and crew in that port.*" Any decision upon this point was, however, avoided by the circumstances under which the bond was given. It was given in respect of a claim made by a charterer of the ship for unliquidated damages in respect of the act of the master in selling coals which the agent of the charterer had made default in discharging, and which the master was compelled to rid his ship of; and this claim was met by a counter claim for balance of freight, demurrage, and expenses, caused by the default in discharging. If such a claim as this could be turned into a bottomry bond, it is difficult to see what could not. Indeed, considering the substantial cross claim which the proceeds of the coal had been applied to meet, the case almost fell within the rule of the *Hebe* (2 W. Rob. 146), that a debtor cannot lend money on bottomry upon the ship of his creditor; if he had paid his debt, the money would not have been needed.

COURTS.

THE EUROPEAN ASSURANCE SOCIETY ARBITRATION.*

(Before Lord WESTBURY.)

Nov. 1.—*Re the Catholic Law and General Life Assurance Company, Coghlan's case.*

Insurance company—Policyholder—Transfer of busines with liabilities—Novation of contract—Payment to new company of premiums on policy effected with old company—Protest.

A., a policyholder in the C. Life Assurance Company, on receiving notice that it had transferred its business and liabilities to the P. Life Assurance Company, protested in various ways P. against the transfer, and refused to accept the receipts of the company for his premiums. For two years afterwards he obtained from the latter receipts signed by directors of the C. Company At the expiration of that period A. received notice that the P. Company had transferred its business and liabilities to the B. N. Life Assurance Association. He again protested that he. was a member of the C. Company, and on paying his first premium at the office of the Association, demanded a C. Company's receipt. He was refused any receipt except that of the Association, upon which he paid his premium to it under protest. He continued for some years to pay his premiums to the Association and to receive their receipts without further protest. Subsequently the B. N. Association transferred its business and liabilities to the E. Life Assurance Society. On paying his first premium to the E. Society, A. accepted its receipt under protest, but did not make any protest on subsequent payments. On two occasions A. received circulars intimating that reversionary bonuses had been declared upon his policy by the B. N. Association and the E. Society respectively, but he made no reply to such circulars. The E. Society was afterwards wound up.

Held, that A. had never accepted any of the transferree companies in lieu of the C. Company, and was entitled to prove for his policy against it.

Semble, *that there can be no novation between a policyholder and an assurance company, to which the company granting his policy has transferred its business and liabilities, unless, the policyholder has knowledge that the transferree company has power to make a new contract with him on the terms of the old contract, and it can be proved by his unequivocal acts, that he has entered into such a contract, and has accepted it in lieu of the old contract.*

This was the claim of Mr. Thomas Coghlan to rank as a creditor of the Catholic Law and General Life Assurance Company, in respect of a policy of assurance granted by it in January, 1848.

* Reported by W. Bousfield, Esq., Barrister-at-law.

The Catholic Law and General Life Assurance Company was a registered company, incorporated under the 7 & 8 Vict. c. 110.

On the 13th January, 1848, Mr. Coghlan effected a policy upon his life, with the Catholic Company, for the sum of £200. This policy was numbered 138, and was in the form of a deed executed by three directors of the company, which, after certain recitals, proceeded as follows: "Now, therefore, this policy of assurance witnesseth that if the said assured shall die before or upon the 12th of January, 1849, or at any time thereafter whilst the payment of the sum of £5 15s. 4d. shall be duly made to the said company on or before the 13th January in each and every succeeding year during the life of the said assured Thomas Coghlan, then the funds and property of the said company shall be subject and liable to pay, within three calendar months next, after proof satisfactory to the directors of the directors of the said company of the death of the said assured Thomas Coghlan, unto his executors, administrators, or assigns, the sum of £200, together with such further sum or sums, if any, as shall have been assigned to or in respect of this policy, pursuant to the rules and regulations for the time being of the said company, as or by way of bonus or addition to the sum hereby assured." The policy also contained provisoes that "the subscribed capital and other the stocks, funds, securities, and property of the company, which, at the time of any claim or demand being made in respect of the policy, should remain unapplied or undisposed of under the trusts, powers, and authorities of the deed or deeds of settlement of the company, should alone be liable to make good all claims and demands" in respect of the policy; and that "no shareholder of the company should be liable to or for any demand against the company beyond the amount of the unpaid part of his shares in the subscribed capital of the company, save as so far as he might be liable under the Act for the Registration, Incorporation, and Regulation of Joint Stock Companies." There was this further condition in the policy, that if the premium should remain unpaid for the space of thirty days after it became due, the policy should be void, but might, under certain circumstances, be revived by the directors.

Mr. Coghlan paid all the premiums due upon the policy to the Catholic Company until 11th February, 1860, and received receipts bearing the name of the company and the number of the policy.

In June, 1857, the Catholic Life Assurance Company transferred its business to the Phœnix Life Assurance Company, and ceased to have a separate office. Mr. Coghlan was for the first time informed of this by a circular letter from the chairman and managing director of the Phœnix Company, addressed to its shareholders and policyholders, and which was sent to him. To this circular he returned no answer.

On the 12th June, 1857, he received a letter from Mr. Forristall, a director of the Catholic Company requesting him to send his policy to be exchanged for one, on the same conditions, of the Phœnix Company. To this letter Mr. Coghlan, on the 19th June following, replied in the following terms: "I beg to acknowledge the receipt of your letter of the 12th inst., and regret to say that circumstances have come to my knowledge, which render it quite impossible that I can comply with your request; however, as I wish to avoid litigation, I am prepared, although I have not yet ascertained the acceptability of my life by any other office, to surrender my policy when the whole of the premiums, I have paid, have been returned to me." Mr. Forristall did not reply to this letter, and Mr. Blundell thereupon opened a correspondence with the Right Rev. W. Morris, a Roman Catholic Bishop, one of the directors of the Catholic Company, whose name appeared both on the receipts, and on the 28th December, 1857, wrote, asking him whether he was prepared on the part of the company, either to give him a receipt as formerly, and, if so, where they might be obtained, or to return the premiums already paid. On 1st January, 1858, Bishop Morris replied in these terms: "Glad as I should be to satisfy any person applying to me for information, I much fear it is not in my power to answer your two questions in the way you might desire. To the first, I am not prepared to give any receipt, as I have no longer any official status or position in any com-

pany. However, I am quite satisfied that for any payments you may pay, there will be given a receipt satisfactory in every way. To the second, as I have no official status in the company, I can give no answer." Further correspondence between Mr. Coghlan and Messrs. Morris and Forristall took place, and on the 8th January, 1858, Mr. Coghlan received a letter from Mr. Forristall, informing him that although the Catholic and Phœnix Companies had amalgamated, he might have a receipt as before, signed by two directors of the Catholic (who would remain directors till the Catholic Company should be dissolved), by payment of the premiums at the office of the Phœnix Company. Coghlan continued to address etters to Forristall and Morris, repudiating the Phœnix lompany, demanding information as to the time when the Catholic Company would be dissolved, pointing out that no returns had been made by the company since 1856 to the Registrar of Joint Stock Companies, under the 7th and 8th Vict. c. 110, and objecting to pay premiums on the profit scale, when the disposal of its business prevented the company from making any profits. He however could obtain no satisfactory answer to his questions, but received notices from the Phœnix, that unless he paid the premiums to them, his policy would drop. On the 10th February, 1859, and on the 11th February, 1860, he paid the premiums at the office of the Phœnix Company, and received receipts signed by Bishop Morris and Mr. Forristall. He never accepted a receipt from the Phœnix Company. On the 22nd March, 1860, Coghlan received a circular letter from the Chairman of the Phœnix Company, announcing that it was about to transfer its business absolutely to the British Nation Life Assurance Association, and that there would be thereby a probability of large bonus advantages to the policy holders. With this there was sent a letter from the manager of the British Nation Association, stating that all policies in the Phœnix were absolutely transferred to the association, which in future would take upon itself all payments upon them. On receiving this circular Mr. Coghlan went to the office of the British Nation Association, where he saw the manager, and informed him that he protested against, and objected to being passed over to the British Nation; and though pressed to do so, he declined to allow his policy to be endorsed by the association, stating that he had a Catholic Company's policy, and would not give it up. On the 12th February, 1861, he went to the office of the British Nation to pay the premium, and there requested a clerk to furnish him with a Catholic Company's receipt; but he was informed that there were no such forms of receipt, and was refused any other than that upon the form of the British Nation, which he at last accepted under protest.

The receipt was headed—

"British Nation Life Assurance Association, with which is united the Life and Endowment business of the Phœnix Life Assurance Company. Policy 138, C."

In the years from 1862 to 1865 Coghlan continued to take British Nation receipts on paying his premiums, but did not make protests on each occasion.

The receipts were all initialled with the letter C., together with the number of the original policy.

In March, 1865, the British Nation transferred its business to the European Assurance Society, but of this Coghlan was not informed by any circular. On the 3rd February, 1866, he paid the first premium to the society under protest, receiving a receipt headed—

"British National Life Association, in union with the European Assurance Society. Policy, No. 138."

From the years 1867 to 1871 Coghlan paid his premiums without protest to the European Society, receiving their receipts, which were marked by the number of his original policy.

In May, 1863, a reversionary bonus was declared upon his policy by the British Nation, and in April, 1867, another bonus was declared by the European Society, but Coghlan did not acknowledge the receipt of the circulars intimating such bonuses, or agree to accept them.

In January, 1872, the European Society was ordered to be wound up, and Mr. Coghlan claimed to prove for his policy against the Catholic Company. As, however, no order had been made for winding up the Catholic Company, the claim came before the arbitrator, as an application to wind up that company, opposed by the official liquidator of the European.

[There was a proviso in the Catholic Company's deed of settlement, authorising the dissolution of the company and the subsequent transfer of its business to another insurance company, at the discretion of the directors, but it did not appear that the formalities required in the proviso had been complied with, and Lord Westbury, after the question of its effect had been argued, refused to consider it as influencing the case.]

Higgins, Q.C. (*M. Cookson* with him), for the official liquidator of the European Assurance Society, against the claim.—This case differs from *Re The British Commercial Company, Blundell's case*, 17 S. J. 87, in three ways; the first of which is that the Catholic was a registered company. The observations of Lord Wensleydale, in *Ernest* v. *Nicholls*, 6 H. of L. Cas. 418, show that all persons dealing with a registered company are bound at their own peril to inform themselves with the provisions of its deed of settlement and the powers of its directors. There was a clause in the Catholic's deed of settlement, providing under certain circumstances for the dissolution and subsequent transfer of the business of the company at the discretion of the directors, but it does not appear that this was carried out in the manner directed. However, policyholders had notice that they were liable to be transferred. No company can last for ever, and the discretion of directors in the matter would, of course, be subject to the control of the Court of Chancery; but, if properly exercised, it would work better for the policyholders than a winding-up under that court (see *Re Times Insurance Company, Mosley's case*, Lord Cairns, Albert Insurance Company Arbitration, 12th June, 1872, Minutes, p. 31). In the transfer of business from one insurance company to another, part of the consideration is the young policies, the premiums on which go to form the fund which is to meet the liabilities on the policies. Every insurance company contracts that its funds shall alone be liable to meet claims upon it. The funds are entrusted to trustees or directors, and they may, any day, if we assume a breach of faith, procure dishonest persons capable of making away with the whole funds, and there would be no further liability on the shareholders. This is similar to the case of the trustees or directors fixing, not upon some person, but upon some other company to entrust the funds to. It is true that the creditor, if well advised, may step in and stop the transfer of the funds, if the directors permit the funds to be mixed with those of the transferee company, or cannot justify their proceedings, this was done in *Kearns* v. *Leaf*, 1 H. & M. 681, 12 W. R. 462, where it was held that the Court, having regard to the very arbitrary position o fdirectors, was bound to be astute and clear in seeing that they honourably exercised their functions. The second point of difference between this and *Blundell's case*, is that circulars and letters addressed to him giving him notice of what was done, and that the liability on his policy was transferred, and that after this, he paid his premiums without protest to the transferee company. No doubt Coghlan originally protested more or less often, indeed he protested over much; his private correspondence with Bishop Morris, etc., were very convenient,and would not prevent him from claiming against the transferee company, and so getting the liability of two companies. He ought to have filed a bill to have prevented the amalgamations. He, however, never accepted the receipts of the Phœnix. [Lord Westbury.—Was the Phœnix constituted like the Catholic?

Higgins Q. C.—I have been unable to discover the powers of the Phœnix, but subsequent events displace the necessity of going into that.

Lord Westbury.—If Coghlan never became one of the flock of the Phœnix, how could he be transferred by the Phœnix to the European?

Higgins, Q.C.—His subsequent acts show that, though he repudiated the Phœnix, he accepted the British Nation and the European as responsible for his claim, and continued to pay his premiums to them without protest. If he did that, then the Catholic ceased to be bound. A long line of decisions show that though the arrangements between the transferror and the transferee companies are invalid, and unenforcible between themselves, the policyholders may themselves create novation between them.

selves and the transferee company. I apprehend that when there has been a transfer, acted on by all parties for many years, no judge would go behind the contract to investigate either the reasons that lead to it, or the powers under which it was carried out: except there were, between the parties, some bad faith which of itself would invalidate it. Coghlan, before he can prove against the Catholic, must show the receipt of the Catholic, he cannot do this for many years; how then can his proof arise? The third point of difference between this and *Blundell's case* is that of the circulars received Coghlan conferring upon him a reversionary bonus out of the transferee companies funds. They were not declined, and therefore, inferentially and actually accepted by him. This of itself would show a novation with the companies granting the bonuses. See *Re Anchor Assurance Company, Knox's case*, 16 S. J. 673; *Spencer's case*, L. R. 6 Ch. 362, 19 W. R. 491; *Medical Assurance Society, Clarke's case*, 16 S. J. 753; *Medical Assurance Society, Allen's case*, 16 S. J. 657; *Re Medical Assurance Society, Werninck's case*, 15 S. J. 767; *Re Western Society, Rivas's case*, 16 S. J. 590; *Re Western Society, Warne's case*, 16 S. J. 631; *Re Western Society, Wood's case*, 15 S. J. 693.

Cutler, for Mr. Coghlan, was not called upon.

Lord WESTBURY.—The decision in this case turns very much on the special circumstances. The question arises in the following form:—Mr. Coghlan asks for an order to wind up a company, that I will call the Catholic Company; that being served upon the present joint official liquidator, they appear for the European Society, and contend that that Mr. Coghlan is not a policyholder of the Catholic Company, but is a policyholder of their own company. Now, the process by which they seek to prove Mr. Coghlan is a policyholder of the European Society, is somewhat of this nature. It is said, very truly, that after the policy of Mr. Coghlan was effected with the Catholic Company, that company transferred its business to the Phœnix Company, and then it is said that the Phœnix Company transferred its business to the British Nation, and then it is said that the British Nation transferred its business—which I suppose is to be taken as the accumulated business of itself, and the Catholic and the Phœnix Companies—to the European. Now, what were the terms of this transfer we are not able to ascertain. We know only the fact that the business was transferred. Whether the Phœnix was authorised to take up and adopt, or renew the liabilities of the Catholic Company, I cannot tell. Whether the British Nation had power to adopt and renew the liabilities of the Catholic and Phœnix Companies, I cannot tell. Neither can I tell, so far as the case before me is concerned, what were the immediate terms of the transfer of the British Nation to the European, but the question in all these cases is simply this, a question of the effect of what was done by the policyholder, and of the intention of the policyholder in doing these things.

It has been argued at the bar here, and I am sorry to say that some colour is furnished for that argument by some of the technical decisions that have been cited, as if it were incumbent upon the policyholder to prove that he did not intend to adopt and to accept, by way of substitution, the liability of the transferee company. That is quite an inversion of the proper order. It is incumbent upon the company which alleges a substitution, or what has been termed novation, to prove an agreement by the policyholder to make that novation, and to prove acts of the policyholder, in the absence of any definite written declaration, unequivocally involve the evidence of that intention on the part of the policyholder, to accept the new company instead of the old.

Now, of any intention on the part of the policyholder to accept either the Phœnix, or the British Nation, or the European in lieu of his own original company, there is not the least trace of proof; but, on the contrary, there is everything to warrant my finding and declaring that it was not the intention of Mr. Coghlan to accept the Phœnix in lieu of the Catholic; or to accept the British Nation in lieu of the Phœnix, or to accept the European: and when I am told that he ought to have continued these protests of his, down to the last moment, I cannot help contrasting that argument on the part of these companies with a manner—the unrighteous and unjust manner—in which Mr. Coghlan was treated by them. His letters earnestly requests at the very outset, that he might have a receipt by his own company for his premiums. He requests again most earnestly that he might know where to pay the premiums, in order to be certain it was a payment to the Catholic Company, who contracted with him. Those letters are met by the greatest evasion. At length he is driven to the office of the British Nation, and to the office of the European, in order that he might have some recepient of his premiums. He there begs that he might have a receipt, indicating the manner in which he paid those premiums, and some clerk tells him: "We will give you no such receipt, and unless you take our receipt you shall have none at all." And it is argued before me, that because the poor man was thus compelled to take such a receipt as those men chose to give him, that therefore he deliberately took that receipt as a thing done in the performance of a new and substantial contract, and that he ought to be held to have deliberately and with perfect knowledge of what he was about, accepted the new company in lieu and substitution of the old. I cannot come to any such conclusion. I cannot find in the conduct of this gentleman the least evidence of an intention to change the persons with whom he had contracted, or to accept a new contract in lieu of the old. Nor have these individuals furnished me with the least proof that they had the right or the power to substitute a new contract, and to accept from Mr. Coghlan the surrender of the old.

Now certainly I will endeavour, as far as I possibly can, to have these cases treated in a large and liberal manner, and I will not have technicalities used for the purpose of clouding a case, and obscuring what any man must discern to be the truth and justice and honour of the case. It is impossible for any one to read this case and say that there ever was a time in which Mr. Coghlan was willing to accept any one of these substituted companies as his sole creditors in this matter. Then why am I to fasten upon a man a new contract, and to fasten it upon him *in invitum* I have no power to do any such thing, and if I had the power, I have not the inclination. Observe how individuals are treated by these companies, who assume the power of handing them over from one to another, and then those who receive them, assume the power of ignoring their rights and refuse to listen to any of their complaints, or any of their reasonable applications; then, as in this case, at the end of a great deal of opposition the policyholder is told you have struggled to keep to your original contract, we have defeated you, and because you came here and paid your premiums in the only manner in which it was possible for you to pay them, although we know perfectly well that you did not come here voluntarily, that you came here only by the duress of being told that if you did not pay them here, your policy would be gone—then, having treated you in that manner, we will turn round and say to you, Mr. Coghlan, you were perfectly well satisfied; you took us, and accepted us with pleasure; you have renewed, or rather made with us, a new and substantial contract; you have lost your old one, and therefore you shall not now have the benefit of all the efforts you have made to preserve them. Nothing to my mind is more unjust, more discreditable, and more to be condemned, than conduct of that description. It then appears, after Mr. Coghlan had announced to these people that in his own mind, he was merely the holder of a policy in the Catholic Company; that one of those companies sent a letter, or two letters, I think, announcing that they had added a sum of money to his policy, to be received when the policy became due, and that Mr. Coghlan, acting as every sensible man would naturally do, took not the slightest notice of the letter. Then I am deliberately told, and cases are cited to prove, that because Mr. Coghlan took no notice of that letter, therefore he accepted the transaction; therefore he entered into a new contract with the European, and that alone, is sufficient evidence that he regarded himself as a policyholder under the European, and not as a policyholder under the original company. I will draw no such inference, and I am confident that these technical modes of viewing these matters, which have been too numerous, have led to the necessity in the mind of the Legislature of laying down a rule that should save men from having things imputed to them which were directly con-

trary to their intention, and to the just meaning of their acts, by adding to that, what, on various occasions, the law has found it necessary to require—namely. some writing declaring the mind and intention of the party. That view was embodied in two or three cases, and it became necessary to prevent the rights of men being defeated by innocent or equivocal acts being tortured into evidence of conclusions directly opposed to what they themselves held, and what they intended to act upon. When, therefore, I find a case in which by unequivocal acts a man has accepted a new company which has the power of contracting with him in lieu of the old company in which he contracted, I shall give effect to the new contract; but to raise that new contract there must be, on the part of the new company, a power to make it, and there must be on the part of the policyholder a knowledge of the company's right so to contract with him, and there must be conduct on the part of the policyholder, where it is an incomplete contract, or where there is no evidence in writing, that unmistakably shows that he intended to accept the new contractor and to discharge the old. Thus that word novation, or, what I should rather prefer, the substitution of the new contract in lieu and in discharge of the old, will be a thing established, and which I can with satisfaction declare to be the fact, but, unless that is found to be the case, I must decline to deprive a man by violence of his existing contract, giving him instead another contract, and then mocking him by telling him, "you know that you intended to take that other contract, and there are acts, which no doubt you will impute to the r, although it be a meaning directly contrary to your intention."

Mr. Cutler, with regard to your claim, I shall make a declaration that there is no such substitution of the European contract, or of the British nation contract, or of the Phœnix contract for your original contract.

The costs of the liquidator of the European Assurance Society to be paid by it, and Mr. Coghlan's costs by the Catholic Company.

Solicitors, *Mercer & Mercer; Kynaston & Gasquet.*

APPOINTMENTS.

Mr. Daniel Pugh, solicitor, of Dolgelly, Merionethshire, has been appointed registrar of the Holywell County Court. Mr. Pugh was admitted in 1843, and is also a deputy clerk of the peace for the county, and clerk to the commissioners of taxes for Dolgelly.

Mr. Thomas Standbridge, solicitor, of Birmingham, has been appointed Town Clerk of Leicester. There were originally forty-seven candidates for the office, out of which number seven were selected for the final competition. The salary of the town clerkship of Leicester is £1,000 a-year. The new town clerk is a son of Mr. Thomas Standbridge, late town clerk of Birmingham, and was admitted in 1865.

GENERAL CORRESPONDENCE.

Sir,—I was astounded to see a notice in the *Kentish Independent* of last Saturday, that the Lord Chancellor had sanctioned the appointment of Mr. Charles Pitt Taylor, whose name does not even appear in the *Law List*, to the office of Registrar of the Woolwich and Greenwich County Courts, of which his father, Mr. J. Pitt Taylor, is Judge. Apart from the nepotism of the thing, I ask you what position shall we, the inhabitants of the district, be in, in having our equity, bankruptcy, and other cases committed, for the most part, to his keeping. Besides that, it is grossly unfair to the other very able and experienced solicitors who reside in the district and whose knowledge would be some guarantee of safety. There are scores of men in the profession who would not only have been glad of the post, but from their past labours and services deserve it. Their claims ought not to be passed over. Surely, the public have some claim, that a well-tried practitioner should be appointed. To such a man this position would be but a well-merited reward, and every one would with pleasure see him fill it.

I cannot believe that the Lord Chancellor has sanctioned this appointment; I should be sorry to think that the beginning of his reign should be marred by creating the distrust which must follow such an exercise of his patronage.

An Inhabitant of the Woolwich District.

Mortgage of Local Rates.

Sir,—In your leading article on this subject in the *Solicitors' Journal* of December 7, you say that "a mortgagee of local rates where there is no profit to any one is not entitled to a receiver." You have forgotten, it would appear, the provisions of the Public Health Act, 1848, s. 114, which authorises the appointment of a receiver on a local board making default in its payments. And see also 21 & 22 Vict. c. 98, s. 10, and 35 & 36 Vict. c. 79 s. 40.

1, Cloisters, Temple, December 11th. G. F. C.

[We are obliged to our correspondent for drawing our attention to these sections; but he seems not to have noticed that section 10 of the Local Government Act, 1868, only extends the power of appointing a receiver, which is given by section 114 of the Public Health Act, 1848, and that that power is given not to the Court of Chancery, but to two Justices. In the 40th section of the Public Health Act, 1872, it is enacted that the mortgagees under the Act may enforce payment of the arrears of principal and interest "by the appointment of a receiver;" it was probably the intention of the Legislature that a receiver should be appointed in the same summary way as under the previous Acts; but in fact it is not anywhere provided in express terms by whom the appointment is to be made, and it may be doubted whether the clause is not a dead letter. But it is clear that, without such express words as occur in 21 & 22 Vict. c. 98, s. 10, where the Legislature had to provide for the absence of any rating authority, a receiver, by whomsoever appointed, would only have power to collect, and not to impose, a rate; so that a mandamus would still be the only effectual remedy. The last mentioned section has not, so far as we know, ever been acted upon.—Ed. S. J].

OBITUARY.

MR. E. G. ALSTON.

Mr. Edward Graham Alston, barrister-at-law, and Attorney-General of Sierra Leone, in West Africa, died at that settlement on the 12th September last, in the 40th year of his age. Mr. Alston was educated at St. Paul's School, London, and at Trinity College, Cambridge, where he graduated B.A. in 1855, and was called to the bar at Lincoln's-inn in November, 1857. In February, 1861, he was appointed Registrar-General of Vancouver's Island, and subsequently became a member of the Legislative Council, registrar of joint-stock companies, and commissioner of savings banks. He was nominated Registrar-General of British Columbia on the 1st June, 1870; but on the 13th May, 1871, he was transferred to Sierra Leone as Attorney-General, and became Queen's Advocate of that colony in July of the same year. The deceased gentleman was the son of the Rev. George Alston, rector of Studland, Dorset, and son-in-law of Edward Abbott, Esq., of Great Parndon House, Harlow, Bucks.

MR. T. W. CLOUGH.

Mr. Thomas William Clough, solicitor, of Huddersfield, Yorkshire, died at Edgerton-grove, his residence in that town, on the 5th December, at the age of 55 years. Mr. Clough was admitted in 1839, and for many years was clerk to the Huddersfield Improvement Commissioners, and subsequently became one of the members of that body. When the town was incorporated, he was elected an alderman, which position he resigned a short time before his death.

The Lord Chancellor of Ireland has appointed Mr. Robert Benjamin Lumley, of 22, Conduit-street, Bond-street, W.C., a Commissioner to administer oaths in Chancery and Common Law for Ireland. This makes the third appointment for London—viz., Mr. Miller, of Sherborne-lane, E.C., and Mr. King, of Southampton-buildings, E.C.

THE LEGAL TEST OF INSANITY.

The attempt to establish a legal test of mental disease has been as unsuccessful in criminal as in testamentary cases. In England, from 1826 to 1867, delusion was applied as the test in the latter, but it was not adopted in the former; and it was not shown how it happened that, what was an infallible test of mental disease in a man when he disinherited his child, was no test of mental disease in him when he deprived his child of life.

It has been held within one hundred and fifty years, that the test in criminal cases is, whether the defendant was totally deprived of his understanding and memory, and did not know what he was doing any more than a wild beast: *King* v. *Arnold*, 16 St. Tr. 695, 765. This was the original form of the knowledge test. In 1800 the Attorney-General of England declared that the test had never been contradicted, but had always been adopted: *King* v. *Hadfield*, 27 St. Tr. 1,288. Erskine, in the same speech said:—I will employ no artifices of speech . . . The Attorney-General, standing undoubtedly upon the most revered authorities of law, has laid it down that to protect a man from *criminal responsibility*, there must be a TOTAL *deprivation of memory and understanding*. I admit that this is the very expression used both by Lord Coke and Lord Hale, but the true interpretation of it deserves the utmost attention and consideration of the Court. . . . *Delusion*, therefore, where there is no frenzy or raving madness, is the true character of insanity. . . . I really think, however, that the Attorney-General and myself do not, in substance, very materially differ. In contemplating the law of the country and the precedents of its justice to which they must be applied, I find nothing to challenge or question. I approve of them throughout; I subscribe to all that is written by Lord Hale; I agree with all the authorities cited by the attorney-general from Lord Coke." Id. 1309, 1312, 1314, 1318, 1324. The effort of Erskine was made with such "artifices of speech," that the court seem to have been mystified. When Lord Kenyon, satisfied that the defendant was insane, stopped the trial and ordered a verdict of acquittal, his remark, that "with regard to the law as it has been laid down, there can be no doubt upon earth," apparently meant as it had been laid down by the attorney-general and by Erskine. He seems not to have understood that the ancient test was questioned: and yet, tried by that test, Hadfield must have been convicted. Hadfield's acquittal was not a judicial adoption of delusion as the test in the place of knowledge of right and wrong (9 C. & P. 546); it was probably an instance of bewildering effect of Erskine's adroitness, rhetoric and eloquence.

The common instincts of humanity have abandoned the original "wild beast" form of the knowledge test, only to adopt others equally arbitrary, though less shocking to the intelligence and sensibility of the age. Knowledge of right and wrong, in some degree, with more or less of explanation and variation, has always been in theory, the test of criminal capacity in England, and generally in this country; the English courts have never recognised delusion as the test. They have noticed delusion only so far as it detroyed the knowledge of right and wrong, which is the same as an explicit rejection of it as a test. If knowledge of right and wrong is the test, it is immaterial whether that knowledge be destroyed by disease assuming the form of delusion or any other form.

It is a matter of history that insanity has been for the most part a growth of the modern state of society. Like many other diseases, it is caused, in a great degree, by the habits and incidents of civilized life. In the earlier and ruder ages, it was comparatively rare. Its present extent has been chiefly attained within a few hundred years. Until recently, there were no asylums for the insane, and no experts devoting their lives exclusively to the practical study and treatment of the disease. The necessary opportunities for obtaining a thorough understanding of it did not exist, until they were furnished by the positions of superintendents of asylums and their assistants. Consequently, until recently, there was very little knowledge of the subject.

In old books it is often found under the head of lunacy. Lord Hale was the first writer who undertook to introduce into a law book any considerable statement of the facts of mental disease. 1 Hale's P. C. 29, 32. Not only was he guided by the best medical authorities of his day, but he carefully used the language of medical men. Among other current medical ideas, which he recorded, was this:—The insanity "which is interpolated, and by certain periods and vicissitudes," "is that which is usually called *lunacy*, for the moon hath a great influence in all diseases of the brain, especially in this kind of *dementia*; such persons commonly in the full and change of the moon, especially about the equinoxes and summer solstice, are usually in the height of their distemper;" and "such persons as have their lucid intervals (which ordinarily happens between the full and change of the moon), in such intervals have, usually at least, a competent use of reason." He did not imagine that this medical lunar theory was a principle of the common law. Lord Erskine, in delivering judgment in *Cranmer's case* (12 Ves. 445, 451), said, "the moon has no influence;" and the reporter inserted this marginal note, "In cases of lunacy, the notion that the moon has an influence is erroneous." The reporter may not have distinguished between law and fact; but Erskine did not suppose that he was announcing his disgreement with Hale on a point of law.

The other causes, symptoms, and tests of mental disease, recorded by Hale, were, as clear matters of fact, as the lunar theory. When he put them in his History of the Pleas of the Crown, he merely followed the line of the custom that had been pursued by him and all other English judges, of giving to the jury their opinion of the facts of the cases (*ante*, 416, 417). In his History of the Common Law he says of trial by jury, "Another excellency of this trial is this: that the judge is always present at the time of the evidence given in it. Herein he is able, in matters of law, emerging upon the evidence, to direct them; and also, in matters of fact, to give them a great light and assistance, by his weighing the evidence before them, and observing where the question and knot of the business lie; and by showing them his opinion even in matter of fact; which is a great advantage and light to laymen" (2 Hale's Hist. Com. Law, 147).

In *King* v. *Cullender and Duny* (6 St. Tr. 700), there is an instance of the positive manner in which judges were accutomed to give their opinions to the jury on matters of fact. In that case the defendants were tried before Hale for witchcraft; and he instructed the jury as follows:—"That there were such creatures as witches he made no doubt at all. For, first, the Scriptures had affirmed so much. Secondly, the wisdom of all nations had provided laws against such persons, which is an argument of their confidence of such a crime." The jury found a verdict of guilty; the judge was fully satisfied with the verdict; and, upon his sentence, the defendants were executed. The doctrines of insanity and witchcraft stated by Lord Hale, were held by him in common with the most enlightened classes of the most civilised nations. He was not their author, nor was he responsible for them. They were equally doctrines of fact; one was no more a matter of law than the other; and they are entitled to oblivion, although the ancient doctrine of insanity outlived the ancient doctrine of witchcraft.

When we remember that the universal belief in witchcraft has been overcome within two hundred years, it is easy to understand how the phenomena of insanity were long regarded as supernatural. Witchcraft and demoniacal possession were accepted as truths taught by miraculous inspiration. Cases of insanity were found, answering the biblical description of cases of demoniacal possession; but the suggestion than any of the latter might be cases of mental or physical disease, was received as an attack upon infallibility of the scriptures. This state of things discouraged investigation and encouraged the belief that insanity, at least in some of its forms, was demoniacal possession. The natural causes and operations of cerebral disease were mysterious; the theological clouds that encompassed it were appalling.

In a period of ignorance, credulity, superstition, and religious terrorism, before there was a science of medicine, we should not expect to find any scientific or accurate understanding of such a malady. Well might the boldest shrink from the exploration of a condition believed to be, in its origin, beyond the bounds of nature, and curable only by the power of exorcism.

As the ancient theory of diabolism gradually passed away, insanity was still attributed to special providences, and not to the operation of the general laws of health. The sufferers were treated for wickedness, rather than sickness. Among men of science the investigation of the subject is now disincumbered of all theological complications. But this is a modern emancipation not yet realised by the mass of even the most enlightened communities. Very few persons have an adequate conception of the fact that insanity is a disease. The common notion of it is of something not merely marvellous, but also peculiarly, vaguely, and indescribably connected with a higher or lower world. The insane are generally considered as more than sick; and, if they are not spoken of as possessed, their condition, to the popular apprehension, is still developed in a supernatural shadow. The Lord Chancellor of England declared in the House of Lords on the 11th day of March, 1862, that "the introduction of medical opinions and medical theories into this subject, has proceeded upon the vicious principle of considering insanity as a disease" (Hansard, clxv. 1297). This remark indicates how slowly legal superstitions are worn out, and how dogmatically the highest legal authorities of this age maintain, as law, tests of insanity, which are medical theories differing from those rejected by the same authorities, only in being the obsolete theories of a progressive science.

It was for a long time supposed that men, however insane, if they knew an act to be wrong, could refrain from doing it. But whether that supposition is correct or not, is a pure question of fact. The supposition is a supposition of fact—in other words, a medical supposition—in other words, a medical theory. Whether it originated in the medical or any other profession, or in the general notions of mankind, is immaterial. It is as medical in its nature as the opposite theory. The knowledge test in all its forms, and the delusion test, are medical theories introduced in immature stages of science, in the dim light of earlier times, and subsequently, upon more extensive observations, and more critical examinations, repudiated by the medical professions. But legal tribunals have claimed those tests as immutable principles of law, and have fancied they were abundantly vindicated by a sweeping denunciation of medical theories, unconscious that this aggressive defence was an irresistible assault upon their own position.

When the authorities of the common law began to deal with insanity, they adopted the prevailing medical theories. The distinction between the duty of the Court to decide questions of law and the duty of the jury to decide questions of fact, was not appreciated and observed as it now is in this State. In criminal cases the jury might decide the law as well as the fact. *Pierce* v. *The State*, 13 N. H. 536, Quincy Mass. Reports, 558-572. In civil and criminal cases, the Court gave to the jury their opinion of the facts as well as of the law, and the difference between a question of fact and a question of law was generally of little or no practical importance. When new trials had not come into use (3 Bl. Com. 405; *Witham* v. *Lewis*, 1 Will. 55, Quincy Mass. Reports, 558; Hilliard on New Trials. Ch. 1, ss. 2, 3), when prisoners were not allowed the assistance of counsel in relation to matters of fact (4 Bl. Com. 355, 11 St. Tr. 476, 19, id. 944), and juries were punished at the discretion of the Court for finding their verdict contrary to the direction of the judge (4 Bl. Com. 361). the sphere of the Court was latitudinarian. The judicial practice of directing or advising juries in matters of fact has never been discontinued in England. And this practice has carried into reports and treatises, on various branches of the law, many opinions of mere matters of fact. Without any conspicious or material partition between law and fact, without a plain demarcation between a circumscribed province of the court and an independent province of the jury, the judges gave to juries, on questions of insanity, the best opinions which the times afforded. In this manner, opinions purely medical and pathological in their character, relating entirely to questions of fact, and full of error as medical experts now testify, passed into books of law, and acquired the force of judicial decisions. Defective medical theories usurped the position of common-law principles.

The usurpation, when detected, should cease. The manifest imposture of an extinct medical theory, pretending to be legal authority, cannot appeal for support to our reason or even to our sympathy. The proverbial reverence for precedent does not readily yield; but when it comes to be understood that a precedent is medicine and not law, the reverence in which it is held will, in the course of time, subside.

The legal profession, in profound ignorance of mental disease, have assailed the superintendents of asylums who knew all that was known on the subject, and to whom the world owes an incalculable debt, as visionary theorists and sentimental philosophers attempting to overturn settled principles of law; whereas, in fact, the legal profession were invading the province of medicine, and attempting to install old exploded medical theories in the place of facts established in the progress of scientific knowledge. The invading party would escape from a false position when it withdraws into its own territory; and the administration of justice will avoid discredit when the controversy is thus brought to an end. Whether the old or the new medical theories are correct is a question of fact for the jury; it is not the business of the Court to know whether any of them are correct. The law does not change with every advance of science; nor does it maintain a fantastic consistency by adhering to medical mistakes which science has corrected. The legal principle, however much it may formerly have been obscured by pathological darkness and confusion of law and fact, is, that a product of mental disease is not a contract, a will, or a crime. It is often difficult to ascertain whether an individual had a mental disease, and whether an act was the produce of that disease; but these difficulties arise from the nature of the facts to be investigated, and not from the law; they are practical difficulties to be solved by the jury, and not legal difficulties for the court.—*Albany Law Journal.*

(To be continued.)

LADY LAWYERS.

The *Salt Lake Herald*, has the following:—

OUR DISTRICT COURT HAS SURRENDERED.—Yesterday the proceedings in the district court were exceedingly interesting, not only from their novelty, but from the consequences which may be expected to follow in the not distant future. Toward the close of the regular business of the session, several ladies were introduced and invited to seats within the sacred circle where sat our legal fraternity, with knit and thoughtful brows, ready to hurl forth the ponderous hunderings of the law. The effect of this introduction of beauty and wit into the ranks of chivalry was electrical, and a subdued murmur of applause ran around the room as the ladies, with all the dignity of high priests of Coke and Blackstone seated themselves. Many wondering queries passed between spectators, and curiosity was ere long relieved by governor Woods, who, addressing the judge, made motion for the admission of Miss Phœbe W. Couzins to practice in the courts of this Territory. In reply, judge McKean remarked that it has been said by a learned writer that law is the refinement of reasoning. Perhaps it was natural to infer that those who had the most refinement ought to be very clear, perhaps intuitive, reasoners. Certainly no gentleman of that bar would deny that in social life, woman's influence was refining and elevating. Briefly commenting further, he added. "I very cheerfully admit Miss Couzins to this bar, and, gentlemen, present to you our sister at the bar." Thereupon judge Hayden moved that Miss Couzins be sworn in, when the oath was administered, and a few minutes recess was taken for the presentation of the lady to the bar.

PLEASANT DUTY.—The court being again called to order, Major Hempstead rose for the performance of a most pleasing duty although regretting that in this instance, Utah had not been permitted to take the lead. While extending a hearty welcome to Miss Couzins, he feared that should she appear against any of our legal gentlemen in some important trial, it might be a most difficult task to encounter so learned and interesting an opponent. Many brilliant intellects and industrious minds were to be found among the ladies of our own city; and one of these ladies partly at the suggestion of the speaker, had undertaken, some three years since, the difficult and arduous study of the law, and from his own examination he could state that she was now fully competent to be admitted to this bar. "I refer," continued

the speaker, "to Miss Georgie Snow, daughter of the attorney-general of this Territory, and I with pleasure move her admission to the bar, as the first of Utah's daughters who has entered the profession of the law. Applause 'in the galleries' greeted the eloquence of the speaker, and upon the restoration of order the court, while expressing pleasure at the remarks of Major Hempstead, called his attention to a rule, forgotten in the enthusiasm of the moment, requiring a report from a committee of examination upon the first application of a student for admission to this bar. Messrs. Hempstead and Hoge were appointed such committee, and in a few minutes reported favorably, recommending the admission of Miss Snow to the bar.

MORE HAPPINESS.—In response to this report and recommendation, the judge replied, that it might be pertinent for the court to remark that Miss Snow would find in Utah an ample field for the exercise of her professional talent. Perhaps in no part of our country could she find a better field for the exercise of her talent and attainments: and the fact that she had long resided here, and that she was the daughter of a lawyer, would be of great service to her, giving her much advantage over strangers who came here, and especially in listening to the complaints of her own sex. He took pleasure in granting the motion, in accepting the report of the committee, and in admitting and welcoming Miss Snow to this bar. Adding: Gentlemen of the bar, many of you already have the pleasure and honor of Miss Snow's acquaintance; and the court will now take a very brief recess that you may all become acquainted, that we may all congratulate her on her admittance to the bar. Miss Snow was then sworn in with all due solemnity, and afterwards introduced to the legal masculines, when the court adjuroned till Monday.

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society on Tuesday last at the Law Institution (Mr. Gordon in the chair), the question discussed was No. 506 legal—"Is a solicitor mortgagee, who acts for himself in a redemption suit, entitled to costs beyond those out of pocket?" The debate was opened by Mr. Stock in the affirmative, who was followed by Mr. Page, negative, and the question was ultimately decided in the affirmative by a majority of three votes.

LAW STUDENTS' JOURNAL.

NAMES OF GENTLEMEN WHO PASSED THE FINAL EXAMINATION.

Michaelmas Term, 1872.

Abbs, Alfred Cooper
Allen, Harry Read
Argles, Napoleon Fredk
Arundale, Geo Francis
Atkins, Michael Glover
Atkinson, John
Atkinson, William Henry
Badger, Thomas Wright
Bartrum, John Arscott
Bathe, Richard Garlick
Baylis, Charles
Beal, George Wallis
Best, Henry George
Bintliff, Charles Henry
Bird, William Joseph
Blogg, Arthur Henry
Boraston, John
Bostock, Arthur Reid
Brewer, John
Brittan, Geo, B.A.
Brooks, Wm Hy Fairfax
Carlile, James
Carpenter, Thomas
Cass, James Foxton
Catchpoole, Thos Kingham
Chanter, Charles Edward Roberts
Cheese, Clement
Clare, Alfred
Clarke, Booth Frederick
Cooke, Henry
Cooper, William Robert
Corner, James
Cowl, Arthur Edwin
Dale, Thomas Finley
Dalton, Thomas
Deas, David Sabine
Dent, Herbert Alfred
Deykes, Thomas
Donaldson, Archibald
Dowsett, Fredk John
Dutton, Thomas Duerdin
Edwards, Robt Jones
Fargus, Henry Robert
Field, Charles Gyningham
Finnis, Robert Fitz
Fooks, Edward John
Foord, George
Ford, Arthur Rankin, B.A.
Fortescue, Charles
Fox, Hy, B.A.
Francis, William
Fulton, Hamilton
Gery, Robert Orton
Ginn, Samuel Reuben
Gisby, Geo Henry
Green, Henry Martin
Halkyard, Henry, jun.
Hall, James
Hampton, Chas Henry
Harrison, William Harwood
Hawtin, Philip Perkins
Hoar, Robert
Hodgson, William
Hooper, Henry Drew Conyers
Hornblower, Walter
Hose, Henry Ernest
Hughes, James, jun.
Hunnybun, Gerald
Indermaur, John
Izod, Charles Henry
Jackson, Charles Hugh
Jackson, John
Jackson, Richd Stephens
Jarman, Henry Plumbridge
Johnson, Stephen
Jones, Thomas Harley, B.A.
Kebbell, George
Kinns, George Henry
Kingdon, Alfred Arnold
Kisch, Joel Seymour
Lazarus, Alfred Laurence, B.A.
Lee, John Harcourt
Legge, Edwin Gillingham
Lickarish, Joshua Sidney
Lloyd, Henry George
Ludham, Edwd Thos, B.A.
Mace, Thomas
Mander, John Machin
Miller, George Turner
Millett, Charles Fredc, B.A.
Moger, Richard Alfred
Morris, Charles Astley
Nantes, Charles George
Nicholson, Thos
Oerton, Thomas
Parrott, Francis Josh
Paul, Alfred Henry
Philpot, Frederick Freeman
Pointon, William
Powell, John Henry
Procter, Foster Wilfred
Radcliffe, George Heynes
Rew, William Oldham
Richardson, Alfred
Robinson, Geo Marshall
Romer, Thomas Ausdell
Rowlandson, Frederic, B A.
Rushton, Fredk Thos
Shackleton, Wm Turner
Smith, Alexander Gough
Smith, Joseph Richards
Soffe, John Robert
Spink, George Pool
Stallard, Wm Thos, B.A.
Stanley, Henry, jun.
Stenning, Charles John
Stewart, Charles
Swan, Edgar Augustine, B.A.
Taylor, Fredc Oddin
Thorne, Edwin Henry
Tomes, Edward
Townsend, Thomas Henry
Toye, William Hay
Turner, Fredk Beresford
Udal, John Symonds
Vachell, Ivor Grainger
Venning, James Esdaile
Waddington, Charles
Walker, Edwin Henry
Walshaw, Josh
Watson, Charles Dillon
Weatherhead, John Knox
Webb, Steward Tobias
Weymouth, William Thomas
Wilkinson, Perceval
Willett, Wickham Edwd
Williams, William
Wilson, Charles Sidney

UNIVERSITY INTELLIGENCE.

OXFORD, DEC. 9.

Honours—School of Jurisprudence—Class List.

I.

Fox, S. N., New Coll.	Pulling, J. L., Ch. Ch.
Howell, B., Corpus Christi.	Whatley, A. T., Ch. Ch.

II.

Bigge, W. E., New Coll.	Poyser, A. H., Ch. Ch.
Edwards, Moss J., Balliol.	Senior, W. N., University.
Lake, R. J., New Coll.	Wood, A. G., Pembroke.

III.

Birley, F., University.	Venning, W. M., Worcester.
Maitland, T. A. F., Ch. Ch.	Williamson, H. T., St. John's.

IV.

Casie-Chitty, J.J., Exeter.

Examiners—Mountague Bernard, J. Bryce, and Albert S. Chavasse.

Lord Romilly has announced his intention of resigning the office of Master of the Rolls early next year.

WHAT IS INSANITY.—At a murder trial in Memphis, wherein an attempt to establish insanity was made on the part of the defence, Dr. J. K. Allen was called as an expert, and testified thus: "I have been a practising physician for nearly thirty years; I have had some experience in cases of insanity, having been for ten years medical superintendent of the Kentucky Lunatic Asylum, and during that time had over 2,000 crazy people under my charge; I have heard the hypothetical case read by Mr. Phelan; I am here as an expert, and before answering the question would like to say that the more I studied the question of insanity the less I understood it, and, if you ask me where it begins and where it ends, neither I nor any other physican in the world could tell you; in fact, on occasions like this, lawyers make fools of themselves in trying to make asses of doctors."

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Dec. 13, 1872.

3 per Cent. Consols, 91¾ x d	Annuities, April, '85 9⅞
D.tto for Account, Jan. 2, 93 xd	Do. (Red Sea T.) Aug. 1908 18⅞
3 per Cent. Reduced 91½	Ex Bills, £1000, — per Ct. 4 dis
New 3 per Cent., 91⅛	Ditto, £500, Do —4 dis
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, —4 dis
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 245
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 205	Ind. Enf. Pr., 5 p C., Jan. '79
D.tto for Account. —	Ditto, 5½ per Cent., May, '79 105½
Ditto 5 per Cent., July, '80 109	Ditto Debentures, per Cent., April, '64 —
Ditto for Account. —	Do. Do, 5 per Cent., Aug. '73 101
Ditto 4 per Cent., Oct. '88 103½	Do. Bonds, 4 per Ct., £1000
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000
Ditto Enfaced Ppr., 4 per Cent. 95	

RAILWAY STOCK.

	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	113
Stock	Caledonian	100	112½
Stock	Glasgow and South-Western	100	125
Stock	Great Eastern Ordinary Stock	100	41⅞
Stock	Great Northern	100	135½
Stock	Do., A Stock*	100	158½
Stock	Great Southern and Western of Ireland	100	113
Stock	Great Western—Original	100	126
Stock	Lancashire and Yorkshire	100	155½
Stock	London, Brighton, and South Coast	100	78½
Stock	London, Chatham, and Dover	100	24
Stock	London and North-Western	100	152½
Stock	London and South Western	100	106½
Stock	Manchester, Sheffield, and Lincoln	100	86½
Stock	Metropolitan	100	68½
Stock	Do., District	100	30
Stock	Midland	100	143
Stock	North British	100	76½
Stock	North Eastern	100	166
Stock	North London	100	117
Stock	North Staffordshire	100	74½
Stock	South Devon	100	75
Stock	South-Eastern	100	105½

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Notwithstanding that the tendency of money is usually upwards at this period of the year, the Bank of England lowered their rate of discount from 6 to 5 per cent. It is anticipated as probable that the German demand for gold will be soon renewed; but, upon the other hand, considerable remittances are expected from Australia and the United States.

Messrs. G. S. Herbert & Son are authorised to dispose of by public subscription 1,875 Six per Cent. Preference Shares of £100 each, at par. or £100 per £100 share, payable as above—being part of 3,750 Preference Shares, constituting the Preference Capital of the Cornwall Minerals Railway and Harbour Company (Limited). Subscribers will be entitled to £3 per share as interest to 1st January next. Reckoning such allowance of interest, and discount for prepayment of instalments, the net price is reduced to £96 5s. per share. The prospectus states that the system of railways of this company is of a very important character to West Cornwall, affording most valuable business facilities to the extensive series of mining properties in the district; as by it they are placed in direct railway communication with the Port of Newquay on the north, and the ports of Par and Fowey on the south; from which places extensive shipments of ore, both coastwise and the foreign trade, are made. In addition to this, by the medium of the Cornwall Minerals Railway, the whole of the mining district is brought into direct railway communication, *via* the Cornwall Railway, with Falmouth and Penzance on the south, as well as with Plymouth, and *via* the South Devon Railway, and the Bristol and Exeter Railway, with Exeter and Bristol, thereby giving access to the whole of England. The entire railway system of the Cornwall Minerals Railway extends to about fifty-two miles. The company also possesses special privileges in respect to the shipments from Par Harbour and Fowey Harbour, and, in addition, leases Newquay Harbour, thus concentrating in itself all the necessary arrangements for the movement of ores, either by water or by railway. The gross amount of earnings, including that from the harbours, is estimated at £169,250 per annum, and, after deducting working expenses and rents, the net earnings of the undertaking are estimated at £81,625 per annum. The annual sum required to pay the dividend on the total Preference Shares is only £22,500 per annum, to meet which it will be seen the estimated amount available is upwards of three times the amount required for the payment of such preference dividend. The subscription lists close on Wednesday for London, and on Thursday for the country. The shares are quoted at 3 to 5 premium.

Subscriptions are invited for 22,000 shares, of £5 each, in the Diamond Rock-Boring Company, Limited; the capital being £160,000 in 32,000 shares of £5 each, with power to increase to £250,000. The prospectus states that the company is formed to acquire the well-established business, goodwill, patents, and contracts belonging to the Machine Tunnelling Company, Limited (which was formed in April, 1870, to prove the system and perfect the machinery of the Patent Diamond Rock Borer), and to undertake, both in England and abroad, the construction of tunnels for railroads, waterworks, mining and other purposes, the sinking of shafts, and the exploration of mineral properties by means of the Diamond Drill.

The prospectus of the Old Brentford Brewery Company, Limited, has been issued, the capital being £120,000, divided into 24,000 shares, of £5 each. This company is formed for the purpose of purchasing, carrying on, and extending the old-established and highly remunerative brewery business of Messrs. Gibbon & Croxford, known as the Royal Brewery, Brentford, in the county of Middlesex. The business has for many years been carried on very profitably by Messrs. Gibbon & Croxford, and the only reason that induced them to part with it was the impaired state of their health, which rendered them quite incapable of giving the amount of attention it requires. Attached to the brewery are 71 freehold and leasehold public and beerhouses, some of which are very valuable, and all more or less good.

INDIAN STUDENTS FOR THE BAR.—Some of the reforms proposed by the committee, whose scheme of legal education has just been laid before the several Inns of Court, may be expected to have a certain interest for native Indian law students and members of the Indian Civil Service on furlough. The privilege hitherto enjoyed by these classes, of qualifying for the bar in two years instead of three, appears to be threatened by the new scheme, which proposes to make all students pass alike through a certain period of training, shortened only for those who carry off high honours in the examinations. Nine terms, or two years and a quarter, is the time prescribed for all students who fail to win a first class in honours. These latter alone will be allowed to dispense with two out of the nine terms. Due provision will be made for those native Indian students who enter one of the Inns of Court before the beginning of next year, but all who may enter after that date would have to come under the new rules. A quarter of a year longer will make no material difference to natives of India, who seem to have somehow profited by a concession meant for the special convenience of Indian Civil Servants, whose leave to England seldom exceeds two years at a time. The latter, however, may have cause to grumble at the change, unless they are very fortunate, or can get the India Office to help them out of the coming difficulty. Another point which may affect some of those who come from India to study for the bar is the change proposed in the course of study. The new scheme would do away with the present Readerships in Indian Law, on the ground that all students should receive a good general education in legal science, while Indian students may easily learn in their own country those branches of the subject which specially concern them. According to the *Saturday Review*, they would even then have the advantage over their English rivals at the Indian bar; but this we fail to see, unless a Hindu or Mohammedan student has been born with an instinctive knowledge of his national laws or has greater facilities for mastering them than an Englishman who goes out to practise in India.—*Allen's India Mail.*

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

LAING—On Nov. 28, at Grosvenor-villa, Croxted-road, Dulwich, the wife of Malcolm Laing, Esq., of Lincoln's-inn, and 2, Plowden-buildings, Temple, of a daughter.

LAMBERT—On Dec. 10, at Tirril Lodge, Adelaide-road, Hampstead, the wife of Thomas Henry Lambert, Esq., solicitor, of a son.

STONE—On Dec. 8, at Merle Lodge, St. John's, Isle of Wight, the wife of Henry Stone, Esq., of the Inner Temple, barrister-at-law, of a daughter.

MARRIAGE.

KAY—SALMON—On Dec. 5, at the parish church, Nuneaton, Warwickshire, Frederick Henry Kay, Esq., J.P., of the Inner Temple, to Emily Charlotte, second daughter of the late John Stokes Salmon, Esq., of Bagdale Estate, parish of St. Elizabeth, Jamaica.

DEATHS.

ALSTON—On Nov. 12, at Sierra Leone, Edward Graham Alston Esq., of Lincoln's-inn, barrister-at-law, Attorney-General of Sierra Leone, aged 40 years.

DIXON—On Nov. 30, at his residence, No. 6, Mornington-crescent, Regent's-park, Thomas Henry Dixon, of 35, John-street, Bedford-row, solicitor, aged 76 years.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

FRIDAY, Dec. 6, 1872.

LIMITED IN CHANCERY.

Licensed Victuallers' Wine Association (Limited).—Petition for winding up presented Nov 26, directed to be heard before the Master of the Rolls, on Dec 14. Hicks and Arnold, Salisbury st, Strand, solicitors for the petitioners.

TUESDAY, Dec. 10, 1872.

LIMITED IN CHANCERY.

Birmingham Brass Foundry Company (Limited).—Vice Chancellor Malins has fixed Thursday, Dec 19 at 12, at his chambers, for the appointment of an official liquidator.

Canadian Oil Works Corporation (Limited.)—Vice Chancellor Malins has, by an order dated Dec 2, appointed Saml Lowell Price, 13, Gresham st, to be the official liquidator. Creditors (including bondholders) are required, on or before Jan 13, to send their names and addresses, and the particulars of their debts or claims to the above. Bondholders are required to produce their bonds before Vice Chancellor Malins, at 3, Stone bldgs, Lincoln's inn, on Thursday, Jan 30 at 12, being the day appointed for adjudicating on bond and other claims.

Dutch Waterworks Company (Limited).—Petition for winding up, presented Dec 5, directed to be heard before Vice Chancellor Malins, on Dec 20. Gregson, Angel ct, Throgmorton st, solicitor for the petitioners.

Liverpool Marine Insurance Company (Limited.)—Petition for winding up, presented Dec 9, directed to be heard before Vice Chancellor Malins on Dec 20. Flux and Co, East India Avenue, solicitors for the petitioners.

New Gynfynydd Gold Mining Company (Limited)—Petition for winding up, presented to the Master of the Rolls Dec 10, directed to be heard Dec 21. Gregory and Co, Bedford row; agents for Jones and Davies, Dolgelly, solicitors for the petitioners.

STANNARIES OF CORNWALL.

FRIDAY, Dec. 6, 1872.

Rose and Chiverton United Silver Lead Mining Company (Limited).—Petition for winding up presented Dec 2, directed to be heard before the Vice Warden, at 3, Onslow sq, Brompton, on Monday Dec 16 at 11. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's office, Truro, on or before Dec 13, and notice thereof must at the same time be given to the petitioners, their solicitors, or their agents. Gregory and Co, Bedford row; agents for Hodge and Co, Truro, petitioners' solicitors.

COUNTY PALATINE OF LANCASTER.

TUESDAY, Dec. 10, 1872.

King's Sutton Ironstone Company (Limited.)—Petition for winding up presented Dec 9, directed to be heard before Vice Chancellor Little, at 6, Stone bldgs, Lincoln's inn, on Saturday, Dec 21 at 3. Partington and Allen, Manch, solicitors for the petitioner.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Dec. 6, 1872.

Beckwith, Wm, Etchingham, Sussex, Esq. Jan 11. Beckwith v Beckwith, V.C. Wickens. Wilson and Co, Cranbrook

Crosse, Rev Robt, Broomfield, nr Bridgewater, Somerset. Jan 1. Crosse v Smith, M.R. Simpson, Moorgate st

Draper, Edwd, Prescot, Lancashire, Solicitor. Jan 28. Twist v Draper, Registrar Lpool District

Dallaway, Sarah Anne Eliz, Deal, Kent, Spinster. Jan 6. Hatch v Edwards, M.R. Venn, Paper bldgs, Temple

Fry, John, Woodgate, Culmstock, Devon, Yeoman. Jan 1. Fry v Cuff, V.C. Wickens. Burridge, jun, Wellington

George, Joseph, Long acre, Saddler. Dec 30. Teasle v Southcombe, V.C. Malins. Evans, Coleman st

Grantham, Hy, Sturton, Lincoln, Land Agent. Jan 10. Grantham v Grantham, M.R. Freer, Brigg

Hall, Elijah, sen, South Winsfield pk, Derby, Yeoman. Dec 23. Hall v Lee, V.C. Wickens. Toynbee and Larken, Lincoln

Hartley, Ann, Clitheroe, Lancashire, Widow. Jan 1. Foster v Hargreaves, M.R. Robinson, Blackburn

Parry, Evan, Pwllheli, Carnarvon, Estate Agent, Jan 10. Jones v Parry, V.C. Wickens. Grane, Bedford row

Ritson, Danl, Lpool, Master Mariner. Jan 11. Ritson v Ritson, V.C. Malins

Shales, Edwin, Wood lane, Highgate, Surveyor. Jan 10. Shales v Shales, V.C. Wickens. Tatham and Sons, Staple inn

Walmsley, Wm Jeremiah, King hill, nr Newry, Ireland, Gent. Jan 2. Toman v Cardwell, V.C. Malins. Clarke, Lancaster

Wilson, John, Dumb Hall, Whitwell, Derby, Farmer. Dec 24. Wilson v Marshall, V.C. Malins. Marshall, East Retford

NEXT OF KIN.

Shaw, Ann Hoare, Haverfordwest. Jan 10. Phelps v Powell, V.C. Wickens

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Dec. 6, 1872.

Agge, Mary Ann, Boyn Hill, Bray, Berks, Widow. Jan 1. Brown, Maidenhead

Bailey, John Gibbs, Downton, nr Salisbury, Wilts. Jan 15. Bennett and Co, New sq, Lincoln's inn

Barlee, Margaret, Cowley, Middlesex, Widow. Jan 8. White and Co, Whitehall pl, Westminster

Brown, Jas, Sutton, Surrey, Esq. Feb 1. Wilson and Co, Copthall bldgs

Cattlow, Wm, Ford, Derrington Cottage, nr Pipe Gate, Salop, Gent. Jan 25. Thacker, Cheadle

Cochrane, Admiral Sir Thos John, Belgrave sq. Jan 15. Farrar and Co, Lincoln's inn fields

Colbridge, Robt, Sheffield, Comb Manufacturer. Feb 1. Simpson, Sheffield

Crayden, Saml, Minster, Kent, Grazier. Jan 15. Tassell and Son, Faversham

Cross, Christopher, Lpool, Currier. Jan 31. Whitley and Maddock, Lpool

Cumbers, Saml, Wandsworth, Builder. Feb 1. Kimber and Ellis, Lombard st

Gorson, Mary, East, Taddenham, Norfolk, Widow. Jan 13. Tillett, Norwich

Day, Geo, Edwd, Torquay, Devon, Doctor. Jan 31. Sheppard, The Hove, Torquay

Draper, Danl, Church row, Wandsworth, Carrier. Feb 10. Corsellis, East Hill, Wandsworth

Evans, Richd, Colchester, Essex, Ironmonger. Jan 24. Smythies and Co, Colchester

Fyson, Edwd, Gt Yarmouth, Norfolk, Draper. Dec 31. Chamberlin and Diver, Gt Yarmouth

Golden, Alf, Langley Furze, Slough, Bucks, Esq. Jan 31, Crosse, Bell yd, Doctor's commons

Goulton, Wm, Bonby, Lincoln, Farmer. Feb 6. Daubeny, Market Rasen

Harley, Jane Eliz, Rt Hon Lady Langdale, Erwood, Hereford, Widow. Jan 20. Martineau and Read, Raymond. bldgs, Gray's inn

Harris, Hy, Duncan terrace, Islington, Jeweller. Feb 1. Laverton, Bishopsgate st, Within

Hindle, Thos, Blackburn, Lancashire, Cotton Manufacturer. Jan 15. Wilding and Son, Blackburn

Holliday, Danl, Carlisle, Cumberland, Accountant. Feb 25. Dobinson and Watson, Carlisle

Jones, Sarah, Exeter, Widow. Dec 27. Wintle and Maule, Newnham

Keats, Fredk Richd Fortnum, New Cavendish st, Portland pl, Esq. Jan 15. Finny and Son, Furnival's inn

Kendall, Chas, Over Darwen Lancashire, Gent. Jan 20. Costeker, Over Darwen

Kitchen, Jane Margaret, Holland pk terrace, Notting hill, Widow. Feb 1. Walters and Gush, Finsbury

Laker, Richd, Surrey, Licensed Victualler. Jan 8. Rowland, High st, Croydon

Lewis, Wm, Canton nr Cardiff, Boot Maker. Jan 25. Bradley, Cardiff

Mayhew, John, Rochester, Kent, Poulterer. Dec 24. Peall and Son, Rochester

Niell, John, Sydenham rd, Croydon, Esq. M.D. Jan 11. Broughton, Finsbury sq

Norris, Robt, Broston, Lancashire Gent. Dec 18. Pilkington and Walker, Preston

O'Conor Fredk, New North rd, Islington, Doctor. Jan 21. Rawlinson, Kingsdown rd, Upper Holloway

Parmenter, John, Layer-de-la-Haye, Essex, Farmer. Jan 1. Turner and Co, Colchester

Pemberton, Frances, Devonshire pl, Portland pl, Widow. Jan 31 Nicholl and Newman, Howard st, Strand

Richards, Sarah, Kenilworth, Warwick, Spinster. Jan 1. Richardson, Birm

Richardson, Stephen, Manch, Umbrella Manufacturer. Feb 1. Chapman and Co, Manch

Scott, Thos, Penrith, Cumberland, Esq. March 1. Bleasmire and Shepherd, Penrith

Shayer, Wm Cutler, Piccadilly, Hosier. Jan 31. Ivimey, Staple inn Holborn

Shepherd, Eliz, Lpool, Widow. Jan 1. Wilson, Lpool

Fletcher, Thos, South, Somercotes, Lincoln Shephe d. Dec 20. Ball, Louth

Swaine, Edwd Geo, St Helen's, Lancashire, Leather Dealer. Jan 28. Swaine

Taverner, Stephen, Friern Barnet, Gent, Dec 27. Holmes, Finsbury pl, South

Temple, Jas, St. Margaret's-at-Cliffe, Kent, Schoolmaster. Jan 20. Knocker, Dover

Toogood, Hy, Queen's gate Terrace. Parliamentary Agent. March 3, Davidson, Spring, gdns, Charing cross

Webb, Mary, Durrington, Wilts, Widow. Jan 30. Scadding, Gordon st. Gordon sq

TUESDAY, Dec. 10, 1872.

Creighton, Joseph, Wakefield, York, Shopkeeper. Jan 9. Lees and Co, Bradford

Attwater, Fanny, St John's rd, Brixton, Spinster. Jan 15. Copp, Essex st, Strand

Baron Thos, Bylith, Welwick, Holderness, York, Yeoman. Feb 1. Watson and Son, Hull

Bowyer, Jas, Shrewsbury, Salop, Painter. Jan 18. Broughall and Son, Shrewsbury

Browne, John, Bridgwater, Somerset, Esq. Jan 11. Carslake and Barham, Bridgwater
Burnett, Robt French, Howard st, Strand, Solicitor. Feb 1. Nicholl and Newman, Howard st, Strand
Davey, Joseph, Suffolk, Merchant. March 1. Fox, Norwich
Ellis, Edwd, Kirkburton, York, Fancy Cloth Manufacturer. Dec 20. Laycock and Co, Huddersfield
Ellison, John, Lpool, Licensed Victualler. Jan 11. Premner and Son, Lpool
Gardiner, Louisa, Twickenham, Spinster, Jan 25. Smith and Moore, Richmond
George, Eleanor, Langharne, Carmarthen, Widow. Feb 14. Barker, Carmarthen
Hard, Matthew, Lpool, Gent. Feb 7. Wilson, Congleton
Harrison, Georgina, King's rd, Chelsea, Spinster. Feb 8. Shaen and Co, Bedford row, Holborn
Hi'ey, Richd, Doncaster, York, Gent. March 1. Palmer, Doncaster
Ho'dsworth, Laubroke Caroline Lucy, crescent, Notting hill, Widow. Jan. 27. Mayhew, Gt Marlboro' st
Jones, David Parry, Esgergraig, Cardigan, Gent. Jan 4. Lloyd Carmarthen
Kennedy, Frances Blair, Gt Malvern, Worcester, Spinster. Jan 14. Blandy, Reading
Leathley, Saml, Leeds, Gent. Jan 14. Nelson and Co, Leeds
Lowther, Julia Hampton Hall, Bath, Widow. Feb 8. Burne, Bath
Marland, Jassr, Ashton under Lyne, Lancashire, Colliery Proprietor. Jan 31. Dewhurst, Manch
Norris, Jas Edwd, Halifax, York, Gent. Jan 12. Norris, St Leonard's on Sea
Norris, Robt, Croston, Lancashire, Gent. Dec 18. Pilkington and Walker, Preston
Norton, John, Chas, Rupert rd, Upper Holloway, Gent. Jan 1. Edwards and Co, Ely pl, Holborn
Parkins, Wm, Abbey rd, St John's Wood, Gent. Jan 18. Lucas, Fenchurch st
Preston, Emma, Kirkburton York. Dec 20. Laycock and Co, Huddersfield
Richardson, John, Kingston upon Hull, Merchant. Feb 1. Watson and Son
Roberts, John Geo, Kidwelly, Carmarthen, Doctor. March 7 Barker, Carmarthen
Sandier, Louis, Nottingham, Professor of Languages. Feb 1. Enfield and Dowson, Nottingham
Scott, Richd, John, Kennington Pk rd, out of business. Jan 15. Kiss and Son, Fen ct, Fenchurch st
Sissing, Wright Calcraft, Nottingham, Victualler. Feb 1. Enfield and Dowson Nottingham
Smith, Geo, Nottingham, Maltster. March 1. Parsons and Son, Nottingham
Williams, Wm, Tirisha, Bridgend, Glamorgan, Surveyor. Jan 20. Stockwood, jun, Bridgend
Woolen, John, Sheffield, Wine Merchant. March 1. Fretson, Sheffield
Wrankmore, Richd, Harley st, Bow rd, Captain. Feb 1. Sparks, Crewkerne

Bankrupts.

FRIDAY, Dec. 6, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Ford, Alex, Mark lane, Wine Merchant. Pet Nov 28. Pepys. Dec 17 at 12
Homes, Wm Hy, Leather lane, Holborn, Leather Merchant. Pet Dec 4. Spring-Rice. Dec 20 at 12
Scarborough, Thos Hy, Spring gdns, Attorney-at-Law. Pet Dec 4. Spring-Rice. Dec 19 at 12
Smythe, Somerset, St James' st, Lieut. 16th Lancers. Pet Dec 4. Hazlitt. Dec 20 at 12
Whitworth, Geo Wm, Borough High st, Southwrrk, Hop Merchant. Pet Dec 3. Hazlitt. Dec 17 at 11

To Surrender in the Country.

Cameron, Geo, Lpool, Woollen Draper. Pet Dec 3. Watson. Lpool, Dec 19 at 2
Cresser, John, York, Painter. Pet Dec 2. Perkins. York, Dec 18 at 11
Eaman, John, Scarborough Innkeeper. Pet Dec 2. Woodall. Scarborough, Dec 23 at 3
Harrison, Wm. and Squire Sharp, Rastrick, York, Fancy Stuff Manufacturers. Pet Dec 3. Rankin. Halifax, Dec 20 at 11
Hughes, Wm, Lpool, Metal Merchant's Clerk. Pet Dec 4. Watson. Lpool, Dec 18 at 2
Lannigan, Thos R, Swansea, Glamorgan Draper. Pet Nov 30. Jones. Swansea, Dec 19 at 3
Major, Alf, Dudley, Worcester, Broker. Pet Dec 2, Walker. Dudley, Dec 17 at 11
McMurdo, Alex Grierson, Newcastle-under-Lyme, Stafford, Travelling Draper. Pet Nov 30. Challinor. Hanley, Dec 17 at 11
Moore, Gervase Barratt, Worksop, Notts, Provision Merchant. Pet Dec 4. Rodgers. Sheffield, Dec 19 at 12
Sharp, John Keyworth, Lincoln, Builder. Pet Nov 28. Uppleby. Lincoln, Dec 16 at 11
Smith, Wm Cross, Little Shelford, Cambs, Coprolite Merchant. Pet Nov 30. Eaden. Cambridge, Dec 18 at 12
Walker, Nancy SarahStoke Devonport, Devon, Spinster. Pet Dec 4 Pearce. East Stonehouse, Dec 23 at 11

TUESDAY, Dec. 10, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Hankins, Edwd Viney, King st, Borough, Corn Factor. Pet Dec 6. Brougham. Dec 20 at 1.30
Moyes, Eliz, Crown Office, House of Lords, Housekeeper. Pet Dec 5. Pepys. Jan 7 at 11
O'Reardon, Danl, Bermondsey st, Hide Merchant. Pet Dec 5. Pepys. Dec 20 at 12.30
Pettit, Richd, Devonshire st, Lisson grove, Cheesemonger. Pet Dec 6 Roche. Jan 14 at 11

To Surrender in the Country.

Dick, Philip Hy, Coventry, Music Dealer. Pet Nov 27. Kirby, Coventry, Dec 23 at 12
Rehfeld, David, Leeds, Jeweller. Pet Dec 5. Marshall. Leeds, Dec 18 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, Dec. 6, 1872.

Judd, Jas, Turnham green, Builder. Nov 26

TUESDAY, Dec. 10, 1872.

Wright, Luke, sen, Ilkeston, Derby, Grocer. Nov 12

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Dec. 6, 1872.

Adams, Abraham, and Wm Kirby, Bristol, Contractors. Dec 19 at 11, at offices of Milne, Albion chambers, Bristol. Beckenham, Bristol
Armishaw, Jesse, Hednesford, Stafford, Grocer. Dec 19 at 12, at the Old Still Inn, Digbeth, Walsall. Travis, Tipton
Baker, Saml, Lower Walmer, Kent Baker. Dec 23 at 12, at the Royal Exchange Hotel, Deal. Drew, Deal
Barnby, Jas, Lockington, York, Farmer. Dec 20 at 12, at 1, Parliament st, Hull. Cross
Baxter, Enoch, Manch, Commission Agent. Dec 20 at 3, at offices of Hardings and Co, Princess st, Manch
Bradley, John, Sheffield, York Provision Dealer. Dec 19 at 2, at offices of Hodgson, Bank st, Sheffield
Brown, John, Mountain Ash, Glamorgan, Grocer. Dec 19 at 1, at the Queen's Hotel, Cardiff. Phillips. Aberdare
Bullimore, Robt, Hartlepool, Durham, Innkeeper. Dec 17 at 1, at the Vane Arms Hotel, Stockton on Tees. Dobson, Middlesborough
Bullock, John, Ashton under Lyne, Plumber. Dec 19 at 11, at offices of Hall, Stamford st, Ashton under Lyne
Burden, John, Birm, Colour Dealer. Dec 19 at 10 at offices of East, Colmore row, Birm
Carr, Wm, Lpool, Provision Merchant. Dec 20 at 3, at offices of Vine, Cable st Lpool. Ritson, Lpool
Carter, Thos, Wakefield, York, out of business. Dec 19 at 3, at office of Stocks and Nettleton, Westgate, Wakefield
Chivers, Alf Lee, Lyneham, Wilts, Baker, Dec 20 at 2, at offices of Kinneir and Tombs, High st, Wootton Bassett
Collier, John Adams, Cardiff, Glamorgan, Chemist. Dec 20 at 2, at offices of Barnard and Co, Crockherb town, Cardiff
Davis, Chas, Addison rd North, Notting Hill, Dealer in Fancy Goods. Dec 20 at 2, at offices of Cooper and Co, Cheapside. Rae, Mincing lane
Dickson, John Purvis, Palmerston bldgs, Old Broad st, Timber Merchant. Dec 16 at 12, at offices of Morphett, Moorgate st
Dines, Danl, Thatcham, Berks, Retailer of Beer. Dec 19 at 11, at the White Hart Hotel, Market pl, Newbury. Cave, Newbury
Evans, Evan, Cumberland row, Islington Green, Grocer. Dec 23 at 1, at offices of Brown, Westminster chambers, Victoria st, Westminster. Maybrook, Clifford's inn
Evans, Thos, Newtown Montgomery, Grocer. Dec 18 at 12.30, at offices of Williams and Gittins, The Bank, Newtown
Foulds, Geo, Loughborough, Leicester, Licensed Victualler. Dec 20 at 12, at offices of Deane, Market pl, Loughborough
Gillett, Alf Hy, Lefevre rd, Roman rd, North Bow, out of business. Dec 14 at 2, at offices of Beesley and Co, Finsbury pavement. Darville, Finsbury pavement
Goodwin, Wm, Hulme, Manch, Accountant. Dec 23 at 3, at offices of Ellithorne, Brazennose st, Manch
Goschen, Otto, and Christian Dietrich, Rolfe, Mark lane, Merchants. Dec 16 at 2, at 28, King st, Cheapside. Rooks and Co,
Gradwell, Jas, Lpool, Cabinet Salesman. Dec 16 at 3, at offices of Gibson and Boliand, South John st, Lpool. Lumb, Lpool
Gray, Walter Geo, Commercial st, Whitechapel, Commission Agent. Dec 14 at 12, at offices of Sydney, Leadenhall st
Guy, Fredk, Little Woolton, Lancashire, Licensed Victualler. Dec 19 at 3, at offices of Ponton, Vernon chambers, Vernon st, Lpool
Hales, Rev Wm Atherstone, Bosley, Vicarage, nr Congleton, Chester. Dec 23 at 3, at offices of Orton, Ridgefield, Manch
Harries, Thos, St Issells, Pembroke, Licensed Victualler. Dec 17 at 3, at offices of Lascelles, Narberth
Hibbert, Wm, Hanley, Stafford, Hatter. Dec 18 at 3, at offices of Minor, Brown st, Manch
Higgs, Wm Willis, Hounsdown, Hants Farmer. Dec 17 at 1, at offices of Page, Southampton
Hill, Walter, Wheatley, nr Halifax, York, Rag Grinder. Dec 16 11, at offices of Rhodes, Horton st, Halifax
Hipwell, Wm, Birm, Tailor. Dec 24 at 10 at offices of Eaden, Bennett's hill, Birm
Hirst, Wm, Frizinhall, Heaton, York, Joiner. Dec 20 at 3, at offices of Lees and Co, New Ivegate, Bradford
Hobson, Geo, and Wm Geo Hodson, Sheffield, York, Tobacco Manufacturers. Dec 14 at 11, at offices of Edy, Change alley, Sheffield. Webster and Picard
Hodgson, Wm, Shroggs, Ovenden, Halifax, York, General Dealer Dec 16 a 3, at offices of Rhodes, Horton st, Halifax
Hooper, Fredk Wm, Crosby Hall chambers, Bishopsgate st, Within, Wine Merchant. Dec 16 at 2, at offices of Barker, St Michael's House, St Michael's alley, Cornhill
Hutton, Wm, Mosbrough, Derby, Sicklesmith. Dec 20 at 3, at offices of Gee, High st, Chesterfield
Jesson, Hy, Wolverhampton, Stafford, Provision Dealer. Dec 18 at 1, at offices of Underhill, Darlington st, Wolverhampton
Johnston, John Alexander, and Gustaf Ehrenreich Roos, Leadenhall st, Commission Merchants. Dec 19 at 2, at offices of Aste and Co, Trinity sq. Willoughby and Cox, Clifford's inn
Keeling, Isaac, Hanley, Stafford, Tile Maker. Dec 18 at 11, at offices of Stevenson, Cheapside, Hanley
Kirkham, Robt, St Helen's Lancashire, Commission Agent. Dec 20 at 2, at offices of Evans and Lockett, Commerce chambers, Lord st, Lpool. Andsell and Son, St Helens

Knight, Geo, Croydon, Timber Merchant. Dec 17 at 12, at the Greyhound Hotel, High st, Croydon. Parry, King st, Cheapside

Laidler, John, Lowick, Northumberland, Grocer. Dec 16 at 11, at offices of Dunlop, Quay Walls, Berwick upon Tweed

Laing, Hy, Walton on Thames, Surrey, Licensed Victualler. Dec 16 at 2, at offices of Walker and Sons, Founders' Hall, St Swithin's lane. Wilkinson and Howlet

Laycock, Saml, Manningham, Bradford, York, Plasterer. Dec 20 at 11, at offices of Lancaster, Manor row, Bradford

Mansfield, Joseph, Crewe, Cheshire, Grocer. Dec 23 at 11, at the Royal Hotel, Crewe. Lisle, Nantwich

Mascord, Thos, Bishopsgate st, Without, Plumber. Dec 16 at 1, at offices of Warwick, Bucklersbury. Kerly, London wall

Mathison, John, Berwick upon Tweed, Farmer. Dec 17 at 3, at offices of Dunlop, Quay walls, Berwick upon Tweed

McDonnell, Michael Joseph, Middlesbrough, York, Boot Maker. Dec 18 at 3, at offices of Dodson, Gosford st, Middlesbrough

McMurtrie, Jas Alexander, Gateshead, Durham, Contractor. Dec 23 at 11, at offices of Elsdon, Royal arcade, Newcastle upon Tyne

Miller, Aubrey, Weston super Mare, Somerset, Auctioneer. Dec 23 at 11, at offices of Reed and Cook, Bridgwater

Mills, Wm, High st, South Norwood, Plumber. Dec 20 at 3, at offices of Parkes, Beaufort bldgs, Strand

Milton, Alf, Worcester, Plumber. Dec 17 at 11, at offices of Meredith, College st, Worcester

Morgan, Herbert, Tredegar, Monmouth, Butcher. Dec 20 at 11, at office of Harris, Morgan st, Tredegar

Nathan, Casper, Chas, Bilston, Stafford, Clothier, Dec 17 at 10, at offices of East, Colmore rd, Birm

Newmarch, Geo, Nottingham, Hat Manufactnrer. Dec 10 at 12, at offices of Simpson, St Peter's chambers, Nottingham

Newton, Peter, Chauntler, Lymm, Chesnire Ale Dealer. Dec 19 at 11, at offices of Boote and Edgar, George st Manch

Parker, Alf Hy, Earl's Ct rd, Kensington, Physician. Dec 14 at 2, at offices of Maniere, Gray's inn sq

Picard, Geo, Cardiff, Glamorgan, Grocer. Dec 20 at 12, at offices of Barnard and Co, Crockherbtown, Cardiff

Richardson, Anthony, Blackhill, Durham, Furniture Broker. Dec 19 at 11, at offices of Elsden, Royal arcade, Newcastle upon Tyne.

Richardson, Wm, Scarborough, Tobacconist. Dec 23 at 3, at offices of Williamson, Newtorough st, Scarborough

Rickards, Edwin, Kidderminster, Worcester, Builder. Dec 16 at 12, at offices of Corber, Baxter chambers, Church st, Kidderminster

Roberts, John, Llanfair, Montgomery, innkeeper. Dec 23 at 1, at offices of Ewing, Broad st, Newtown

Seliman, John, Birm, Gilt Jeweller. Dec 20 at 3, at offices of Fowke, Waterloo st, Birm

Slater, Danl, and Edwd Keely, Birm, Builders. Dec 18 at 12, at offices of Ladbury, Newhall st, Birm

Smith, John, Bilston, Stafford, Licensed Victualler. Dec 19 at 11, at offices of Fellows, Mount Pleasant, Bilston

Sparks Hy, Whitechapel rd, Tobacco Manufacturer. Dec 16 at 2, at offices of Barnett, New Broad st

Stearns, Hy, Thoepdale rd, Hornsey rd, Builder. Dec 19 at 12, at offices of Rogers, Fenchurch st

Stephens, Hy, Bristol, Artificial Manure Manufacturer. Dec 18 at 1, at offices of Brittan and Co, Bristol

Stevenson, Edwd John, Norwich, out of Business. Dec 19 at 12, at office of Miller and Co, Bank chambers, Norwich

Strange, Fredk, Royal Surrey Gdns, Newington, Proprietor. Dec 19 at 10, at the Royal Surrey Gdns. Roberts, Moorgate st

Stringer, Frank Buckley, Altrincham, Cheshire, out of business. Dec 26 at 3, at the White Bear Hotel, Manch

Taylor, Richd John, Vanbrgh Pk rd, West Blackheath, Manager to a Bookseller. Dec 16 at 2, at offices of Godfrey, Gresham bldgs, Guildhall

Thompson, Simeon, Hackney rd, Cheesemonger. Dec 19 at 3, at offices of Duffield and Bruty, Tokenhouse yd

Turnbull, Saml, Blackburn, Lancashire, Travelling Draper. Dec 21 at 11, at offices of Wilding and Son, Bank chambers, Fielding st, Blackburn

Trower, Edwd, Garrick st, bootmaker. Dec 18 at 2, at offices of Beard, Basinghall st

Waite, Fredk John, Cheltenham, Gloucester, Stationer. Dec 23 at 3, at offices of Wheeler, Portland st, Cheltenham

Wardley, John, Over Darwen, Lancashire, Printer. Dec 18 at 11, at the New Inn, Duckworth st, Over Darwen. Costeker, Over Darwen

Wastfield, Edwd Sparshott, Bristol, Steam Tug Owner. Dec 16 at 12, at offices of Thomas, Gresham-chambers, Nicholas st, Bristol

Wilcock, John, Bradford, Manchester, Draper. Dec 18 at 3, at offices of Leigh, Brown st, Manch

Wilkins, Chas, Hanbury, Stafford, Schoolmaster. Dec 16 at 11, at offices of Wilson, Guild st, Burton-on-Trent

Williams, Wm, Penrhos, Denbigh, Farmer. Dec 21 at 11, at offices of Louis, Well st, Ruthin

Willett, Joseph, and Hy Willett, Cheltenham, Builders. Dec 27 at 3, at offices of Stroud, Clarence-parade, Cheltenham

Wood, Jenkinson, Fredk St Neots, Hunts, Carrier. Dec 19 at 3, at offices of Wade-Gery, St Neots. Stimson, Bedford

TUESDAY, Dec. 10, 1872.

Archbold Joseph Watson, Stockton-onTees, Durham, Milliner. Dec 21 at 11, at offices of Draper, Stockton-on-Tees

Atkinson, Wm John, Tynemouth, Northumberland, Wine Merchant. Dec 23 at 11, at offices of Hodge and Harle, Wellington-pl, Pilgrim-st, Newcastle-upon-Tyne

Attride, Fredk Hy, Swan-lane, Thames-st, Clerk. Dec 16 at 12, at Peel's Coffee House, Fleet-st. O'Brien, Tavistock-crescent, Westbourne-pk

Barnes, Hy, Staplehurst, Kent, Appraiser. Dec 20 at 1, at Bell Inn Staplehurst. Hinds, Goudhurst

Bell, Richard, Cobham, Surrey, Manager of a Public Company. Dec, 30 at 2, at office of Morley, 27, Leadenhall-st. Elmslie and Co, Leadenhall-st

Bevan, Alfred, Cheltenham, Gloucester, Writing Clerk. Dec 20 at 4, at offices of Potter, Northfield House, North-pl, Cheltenham

Blake, Joseph, Bristol, Mason. Dec 18 at 11, at offices of Essery, Guildhall, Broad-st, Bristol

Breckons, Thos, Newcastle-upon-Tyne, Licensed Victualler. Dec 23 at 2, at offices of Sewell, Grey-st, Newcastle-upon-Tyne

Bull, Benjamin, Stoney Stratford, Buckingham, Fishmonger. Dec 19 at 2, at the Cock Hotel Stoney Stratford. Daniels, Gracechurch st

Camp, Wm Chas, Royden, Essex, Grocer. Dec 23 at 2, at offices of Dubois, Gresham bldgs, Basinghall st. Maynard, Cliffords inn

Clark, John, Wigan, Lancashire, Licensed Victualler. Dec 23 at 11, at offices of Ashton, King st, Wigan

Clarke, Richd Starn, Stebbing, Essex, Farmer, Dec 21 at 11, at the White Lion inn, Gt Dunmow. Knocker

Cruickshank, John, Elgin mews North, Maida Vale, Horse Dealer. Dec 20 at 1, at offices of Hutchinson, Vauxhall Bridge rd, Westminster

Dando, Horace, Bromley, Kent, Wine Merchant. Dec 20 at 12, at offices of Knox, Newgate st

Davies, Geo, Carmarthen, Tailor. Dec 19 at 2, at offices of Lloyd, Spilman st, Carmarthen

Dearden, Zachariah, Denton, Lancashire, Hat Manufacturer. Dec 23 at 3, at offices of Addleshaw, King st, Manch

Dewhurst, Thos, Walsall, Stafford, Draper. Dec 20 at 3.30, at offices of Glover, Pk st, Walsall

Domville, Thos, Warrington, Lancashire, Builder. Dec 23 at 3, at offices of Davies and Co, Bewsey chambers, Bewsey st, Warrington

French David, Chatham, Kent Coal Merchant. Dec 24 at 11, at offices of Hart and Co, Moorgate st

Gale, Joseph, James Thos Gale, and Lancelot Gale, Leeds, Timber Merchants. Dec 24 at 12, at offices of John Routh, Royal Insurance bldgs, Pk row, Leeds. Carr, Leeds

Garside, Chas, Congleton, Chester, Silk Throwster. Dec 23 at 3, at offices of Higginbotham and Barclay, Exchange st, Macclesfield. Sherratt, Kidsgrove

Geck, Gustavus, Little Trinity lane, Upper Thames st, Merchant. Dec 31 at 12, at the Guildhall Tavern Gresham st. Snow, College hill

Gray, Alex, and Wm Gray, Oxford st, Tailors, Dec 23 at 2 at the offices of Brown, Basinghall st, London

Gray, Chas Jacomb, and Edwd Wilkinson Rippen, New Bond st, Stationer. Dec 20 at 12, at the offices of Ladbury, and Co, Cheapside. Sheppard and Sons, Finsbury circus

Griffith, Benj, Landport, Southampton, Hants, Grocer. Dec 19 at 3, at 146, Cheapside. Walker, Portsea

Guthrie, Alex, Poynder's rd, Clapham pk, Gent. Dec 28 at 2, at offices of Lewis, and Lewis, Bly pl, Holborn

Hamblett, James, St Helen's Lancashire, Boot and Shoe Dealer. Dec 23 at 2, at offices of Gibson and Bolland, South John st, Liverpool. Marsh, St Helens

Hanney, Mary Janet, Liverpool, Licensed Victualler. Jan 2 at 2, at offices of Laces, and Co, Union ct, Castle st, Liverpool

Hillary, John, Longparish, Southampton, and Mark Hillary, Andover, Builders. Dec 23 at 1, at the Star and Garter Hotel, Andover. Loscombe, Andover

Horlick, Wm, Walsall, Stafford, Saddler. Dec 19 at 3, at offices of Duignan and Co, Bridge Walsall

Howard, Wm, Shanklin, I of W, Grocer. Jan 2 at 1, at the Bedford Hotel, Landport. Bull, Shanklin

Howell Richd, Gloucester, Common Brewer. Dec 23 at 1, at the Bell Hotel, Gloucester, Taynton and Son, Gloucester

Hudson, Sarah Jane, Basingstoke, Hants, Bookseller. Dec 23 at 12, at the Guildhall Coffee House, King st, Cheapside. Killby, Southampton

Ibbotson, John, Leeds, Builder. Dec 20 at 1, at offices of Rooke and Midgley, Boar lane, Leeds

Jacobs, Philip, Cross st, Bow st, Covent gdn, Wholesale Fruiterer, Dec 17 at 12, at 12, Hatton gdn. Marshall

John, Abraham, Cardiff, Glamorgan, Builder, Dec 23 at 11, at offices of Evans, High st, Cardiff

Jones, Edwd, Marlborough, Wilts, Dealer in Horses, Dec 24 at 12, at the Queen's Arms Hotel, New Swindon. Cave, Newbury

Kirkham, Richd, Broadway, Stratford, Corn Dealer. Jan 6 at 2, at office Nash and Co, Suffolk lane, Cannon st

Mallett, John Hone, Louth Lincoln, Butcher. Dec 19 at 11, at offices of Lucas, jun, Horton's yd, Mercer row, Louth

McBean, Robt, Ryde, Tobacconist. Dec 20 at 1, at offices of Gamble and Harvey, Coleman st. Hooper, Newport

Morley, Wm, Derby, Joiner. Dec 23 at 3, at offices of Leech, Full st, Derby

Morrison, Stephen Wm, jun, Gt Warley, Essex, Dealer in Hay. Dec 18 at 11, at 12, Hatton gdn. Marshall

Nind, Fredc, East rd, Hoxton, House Decorator. Dec 23 at 12, at offices of Copp, Essex st, Strand

Parry, Thos, Bromley, Kent, Carrier. Dec 20 at 3, at offices of Knox, Newgate st

Pugh, John Hill, Southborough, Kent, Grocer. Dec 19 at 10, at the Angel Hotel, Tonbridge. Palmer Tonbridge

Rawlings, Wm, Cambridge, Millwright. Dec 23 at 3, at offices of Foster and Son, Green st, Cambridge

Reynolds, Robt, Cockhill, Moor Monkton, York, Farmer. Dec 28 at 12, at offices of Mann and Son, New st, York

Roberts, Thos Fell, Bramley, Leeds, Railway Clerk. Dec 20 at 3, at offices of Neill, Union passage, Bradford

Robson, Joseph, Whitby, York, Grocer. Dec 27 at 11, at offices of Hunter and Co, Grape lane, Whitby

Ross, Arthur Horatio Hafford, Leicester, Stationer. Dec 23 at 12, at offices of Fowler and Smith, Hotel st, Leicester

Shrimpton, Caleb, Surrey st, Croydon, Boot Seller. Dec 20 at 2, at 38A, Surrey st, Croydon

Stead, Hy, Moorgate st chambers, Merchant. Dec 23 at 3, at 12, King st, Cheapside. Salaman

Stevens, Frek, Market pl, Leytonstone rd, Stratford, Furniture Dealer. Dec 23 at 12, at offices of Wilkinson and Howlett, Bedford st, Covent gdn

Sutcliffe, Jas, Huddersfield, York, Glass Dealer. Dec 23 at 3, at office of Berry, Market pl, Huddersfield

Synnott, Patrick Augustine Joseph, Halifax, York, Surgeon. Dec 23 at 3, at offices of Wavell and Co, George st, Halifax

Thackwray, John, Leeds, Mason. Dec 24 at 3, at offices of Fawcett & Malcolm, Park row, Leeds

Thrower, Edwd, Garrick st, Bootmaker. Dec 18 at 2, at offices of Beard, Basinghall st

Von der Foppenburg John, Birm, Jeweller. Dec 19 at 4, at offices of Parry, Bennett's hill, Birm

Warner, Wm Edwd, Grove rd, Fulham, Dealer. Dec 17 at 3, at 2 Shakespeare ter, Meyrick rd, Battersea
Watkin, Fredk, Auckland st, Vauxhall, Egg Merchant. Dec 20 at 3, at offices of Waghorn, Camelia st, Wandsworth rd
Waugh, Ralph, West Cowes, I of W, Licensed Victualler. Dec 23 at 10.30, at 58, Lugley st, Newport. Joyce, Newport
Wells, Chas, Gt Yarmouth, Norfolk, Fish Dealer. Dec 17 at 12, at office of Blake, Hall Quay chambers, Gt Yarmouth. Palmer, Gt Yarmouth
Western, Joshua, Cradley Heath, Stafford Grocer. Dec 21 at 12, at offices of Homer, High st, Brierley hill
Williams, Thos Benj, Chester, Coffee house Keeper. Dec 20 at 3, at offices of Nordon, Bridge st row East, Chester
Wood Jas Hy, Kingston upon-Hull, Licensed Victualler. Dec 12 at 3, at offices of Chambers, Scale lane, Kingston-upon-Hull
Worton, Edwin, Bilston, Staffordrd. Journeyman Cordwainer. Dec 20 at 11, at office of Ebsworth, Bridge st, Wednesbury
Young, Geo Robt, Gt Driffield, York, Butcher. Dec 23 at 11, at offices of Jennings, Gt Driffield